

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

1 of 3

New

| CONTRACT # | CONTRACTOR | DESCRIPTION | EFFORT TYPE | TERM | RECEIPT AMOUNT | NOT TO EXCEED EXPENSE AMOUNT |
|-------------|--|---|-------------|------------------|----------------|------------------------------|
| SA-186-24SP | MP Urban Marketing Care of Nongshim America Inc. | Sponsorship | Fair Time | 7/20/24-7/21/24 | 05/18/27 | |
| SA-228-24YR | Specialized Elevator Services, LLC | Elevator Maintenance, install telephone | Year Round | 11/1/24-10/31/26 | | \$24,990.60 |
| SA-001-25SP | Knott's Berry Farm | Sponsorship | Fair Time | 7/18/25-8/14/25 | \$3,429.80 | |
| SA-002-25SP | AoPS Acedemy Irvine | Sponsorship | Imaginology | 4/12/25-4/13/25 | \$1,500.00 | |
| SA-003-25SP | Aqua Tots Orange LLC | Sponsorship | Imaginology | 4/12/25-4/13/25 | \$1,000.00 | |
| SA-004-25SP | LeafFilter North LLC | Sponsorship | Imaginology | 4/12/25-4/13/25 | 02/08/04 | |

Amendments

| CONTRACT # | CONTRACTOR | DESCRIPTION | EFFORT TYPE | TERM | CHANGE IN RECEIPT | CHANGE IN NOT TO EXCEED |
|-------------------------|---|---|--------------------------|-------------------|-------------------|-------------------------|
| SA-141-20YR (Amend. #6) | United Pacific Services, Inc. | Provide tree trimming. Add AI language as mandated by the State | Year Round | 9/1/20-8/31/25 | | \$0.00 |
| SA-142-20FT (Amend. #3) | Coulter Associates, LLC | Provide carnival independent amusement ride safety. Add AI language as mandated by the State. Exercise next option year. | Fair Time | 9/1/20-8/31/25 | | \$84,000.00 |
| SA-005-21MB (Amend. #4) | Lisa Sexton | Entertainment marketing and booking services for the Pacific Amphitheatre . Amend the contract to add GenAI Technology Use & Reporting as mandated by DGS | Fair Time | 01/01/21-12/31/24 | | \$0.00 |
| SA-012-21YR (Amend. #5) | Khavarian Enterprises Inc. DBA: Vision Communications | Provide radio rentals. Add AI as mandated by the State. Exercise next option year | Fair Time and Year Round | 4/1/21-3/31/26 | | \$75,410.00 |
| SA-033-21YR (Amend. #3) | Lance, Soll, Lunghard LLP | Provide financial audit. Add AI language as mandated by the State. Exercise next option year | Year Round | 5/1/21-4/30/26 | | \$35,150.00 |
| SA-036-21YR (Amend. #3) | Cart Mart, Inc. | Provide golf cart rental. Add AI language as mandated by the State. | Fair Time and Year Round | 6/1/21-5/31/26 | | \$0.00 |
| SA-037-21YR (Amend. #4) | Sound Media Fusion, LLC | Provide sound monitoring and mitigation. Add AI as mandated by the State | Fair Time | 6/1/21-5/31/25 | | \$0.00 |
| SA-038-21YR (Amend. #3) | United Site Services of California, Inc. | Provide fencing rentals. Add AI language as mandated by the State | Fair Time and Year Round | 6/1/21-5/31/25 | | \$0.00 |

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Amendments

| CONTRACT # | CONTRACTOR | DESCRIPTION | EFFORT TYPE | TERM | RECEIPT AMOUNT | NOT TO EXCEED EXPENSE AMOUNT |
|---------------------------|---------------------------------------|--|--------------------------|--|----------------|---|
| SA-087-21YR (Amend. #5) | Statewide Seating & Grandstands, Inc. | Provide bleacher rental. Add AI language as mandated by the State. | Fair Time and Year Round | 7/1/21-6/31/25 | | \$0.00 |
| SA-088-21YR (Amend. #3) | LAZ Parking California, LLC | Provide shuttle services. Add AI language as mandated by the State | Fair Time and Year Round | 7/1/21-6/30/25 | | \$0.00 |
| SA-208-23SP (Amend. #1) | TSY Enterprises Inc. | Sponsorship. Amend to change dealpoints | Fair Time | 7/14/23-8/31/25 | | \$0.00 |
| SA-008-22FT (Amend. #2) | Ray Cammack Shows, Inc. | Carnival Operator. Add AI language as mandated by the State | Fair Time | 2/1/22-1/31/27 | | \$0.00 |
| SA-046-22FT (Amend. #4) | Prem Shah dba Premster Productions | Merchandise sales. Amend the contract to add GenAI Technology Use & Reporting as mandated by DGS | Fair Time | 06/01/24-05/31/25 | | \$0.00 |
| SA-048-22YR (Amend. #2) | Sunbelt Rentals, Inc. | Provide electronic message board. Exercise option year. Add AI language as mandated by the State | Fair Time and Year Round | 7/1/22-6/30/25 | | \$0.00 |
| SA-050-22YR (Amend. #2) | Sectran Security, Inc. | Provide armored courier. Add AI as mandated by the State. Exercise option year | Fair Time and Year Round | 4/1/22-3/31/26 | | \$10,939.00 |
| SA-079-22FTYR (Amend. #2) | Sunbelt Rentals, Inc. | Provide portable light tower rental. Exercise option year, add AI as mandated by the State. | Fair Time and Year Round | 7/1/22-6/30/26 | | \$66,040.00 |
| SA-084-22FT (Amend. #2) | American Furniture Rentals, Inc. | Provide furniture rental, add AI as mandated by the state, exercise option year | Fair Time | 5/1/22-4/30/26 | | \$29,926.83 |
| SA-086-22FT (Amend. #2) | Sunbelt Rentals, Inc. | Emergency generator rental. Add AI language as mandated by the State. Exercise option year. Add \$10,000 for 2024 Fair | Fair Time | 6/1/22-5/31/25 with two one year options | | \$10,000 (2024 Fair) \$54,049 (2025 Fair) |
| SA-087-22FT (Amend. #2) | Royal Restrooms of California, Inc. | Shower trailer rental. Add AI as mandated by the State. Exercise option year | Fair Time | 5/1/22-4/30/26 | | \$54,158.00 |
| SA-088-22FT (Amend. #2) | Innovative Federal Operations Group | Provide restroom trailer rental. Add AI as mandated by the State. Exercise option year | Fair Time | 5/1/22-4/30/26 | | \$370,000.00 |
| SA-096-22FT (Amend. #2) | RK Diversified Entertainment, Inc. | Provide video production services Pac Am. Add AI as mandated by the State. Exercise next option year | Fair Time | 5/1/22-12/31/25 | | \$321,830.00 |
| SA-129-22FT (Amend. #2) | Velasea, LLC | Provide touchless weapon detection. Add AI language as mandated by the State | Fair Time | 7/1/22-6/30/25 | | \$0.00 |
| SA-091-24FT (Amend. #2) | UTP Productions Inc. | Payroll administration services for IATSE. Increase Not To Exceed amount of contract. | Fair Time | 05/01/24-12/31/25 | | \$250,000.00 |

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Amendments (Exercise Option)

| CONTRACT # | CONTRACTOR | DESCRIPTION | EFFORT TYPE | TERM | CHANGE IN RECEIPT | CHANGE IN NOT TO EXCEED |
|---------------------------|--|--|--------------------------|---|-------------------|--------------------------------|
| SA-006-22FT (Amend. #3) | Eventcorp Services, Inc. | Guest survey. Exercise option year, and add additional 30% due to additional reporting | Fair Time | 1/1/22-12/31/24 | | \$13,500, Add \$4,050 for each |
| SA-004-22YR (Amend. #2) | Rocket Launch Marketing & Public Relations | Advertising and media buying services. To exercise the option year | Year round | 1/1/22-12/31/24 | | \$958,666.00 |
| SA-049-22FT (Amend. #2) | Sunbelt Rentals, Inc. | Heavy equipment rental. Exercise option year | Fair Time | 6/1/22-9/30/24 | | \$175,011.00 |
| SA-085-22FTYR (Amend. #4) | Robert's Waste & Recycling | To provide portable toilets and sinks. Exercise option year | Fair Time and Year Round | 5/1/22-4/30/26 | | \$40,842.00 |
| SA-025-23YR (Amend. #2) | Seacliff Mechanical Services | HVAC Maintenance. Exercise option year | Year Round | 3/1/23-2/28/26 | | \$27,540.97 |
| SA-046-23YR (Amend. #2) | Roll Off Solutions, Inc. | Waste disposal Equestrian Center. Exercise option year | Year Round | 3/1/23-2/28/26 | | \$171,600.00 |
| SA-047-23YR (Amend. #2) | Williams Scotsman, Inc. | Provide mobile office trailer. Exercise option year | Fair Time and Year Round | 4/1/2023-9/15/2025 | | \$154,359.92 |
| SA-084-23YR (Amend. #2) | Williams Scotsman, Inc. | Ground level portable office and storage rental. Exercise option year | Fair Time | 4/1/23-9/15/24 with 3, one year options | | \$154,359.92 |

SPONSORSHIP AGREEMENT

(Rev 3/19)

R MT A RL F MC

AGREEMENT NUMBER

SA-186-24SP

A-

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

STATE AGENCY'S NAME

32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

MP Urban Marketing Care of Nongshim America Inc.

2. The term of this Agreement is: **July 20, 2024 through July 21, 2024**

3. The amount of this Sponsorship Agreement **\$10,000 (CASH)**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE
 OTHER Payable to: "OC Fair & Event Center"

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

Exhibit A – Sponsorship Agreement Provisions**Exhibit B – Sponsorship Agreement Terms and Conditions****Exhibit C – Insurance Requirements****Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

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

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

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

MP Urban Marketing Care of Nongshim America Inc.BY (*Authorized Signature*)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michelle Pinedo, CEO

ADDRESS

1640 North Spring Street, Los Angeles, CA 90022**STATE OF CALIFORNIA**

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event CenterBY (*Authorized Signature*)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Capps, Chief Business Development Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626*California State Use Only* Exempt: Sponsorship

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

SIGNATURE OF STATE ACCOUNTING OFFICER

Date

 CONTRACTS MANAGER

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

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

MP Urban Marketing Care of Nongshim America Inc.
Michelle Pinedo, CEO
mpinedo@mpurbanmarketing.com

Force Majeure

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

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

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

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR AGREES:

1. **That space shall be used for the following purpose only:** To promote the Nongshim Noodle Truck Sampling tour.
2. To provide payment in the sum of ten-thousand dollars (\$10,000) as a space fee, due and payable upon execution of this agreement. Payment in full must be received no later than July 10, 2024.
3. Payments shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**
4. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Sponsor require the approval of the District prior to implementation.
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
6. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
7. To have its display fully staffed by uniformed representatives:
 - a. By 10:30 a.m. and open to the public from 11:00 a.m. to at least 12:00 a.m. on Saturday, July 20, 2024, and Sunday, July 21, 2024
8. That other mobile tours and exhibitors may also be in or near the designated spaces.
9. To abide by the rules and regulations included in the 2024 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during, or following the Term.
10. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set forth by these organizations.
11. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during, or following the 2024 OC Fair.

DISTRICT AGREES:

1. To provide a 20'x40' space located at the designated mobile marketing space at the Green Gate location at the 2024 OC Fair (see spot-marked map below) on July 20, 2024 – July 21, 2024.
2. To provide a mutually agreed number of Admission Credentials and Staff Parking Passes for Sponsor staff assigned to the Mobile Marketing Tour in the form of single day working credentials.

Activation space:

- End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

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

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
 4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

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

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

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

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

- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.

- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

EXHIBIT C – INSURANCE REQUIREMENTS
(Revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events:

EXHIBIT C – INSURANCE REQUIREMENTS

Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
 7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

EXHIBIT C – INSURANCE REQUIREMENTS

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

OR

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

OR

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

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFS).

EXHIBIT C – INSURANCE REQUIREMENTS**III. Participant Waivers**

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

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

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

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

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment of property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R A F

AGREEMENT NUMBER

SA-228-24YR

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR NAME

SPECIALIZED ELEVATOR SERVICES, LLC

The term of this
Agreement is:

11/01/2024

through **10/31/2026**

FED ID: 

3. The maximum amount

of this Agreement is: **\$24,990.60**

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

Exhibit A – Scope of Work – To provide elevator maintenance services at the OC Fair & Event Center

Pages 2-3

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 5-8

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)

Pages 9-12

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

Pages 18-20

Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)

Pages 21-22

Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)

Pages 23

Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)

Pages 24-28

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

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

| | | |
|--|-------------|---|
| CONTRACTOR | | <i>California Department of General Services Use Only</i> |
| CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) Specialized Elevator Services, LLC | | |
| CONTRACTOR AUTHORIZED SIGNATURE  | DATE SIGNED | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Robert Baehr, Regional Manager | | |
| CONTRACTOR BUSINESS ADDRESS 3530 E. Enterprise Dr., Anaheim, CA 92807 | | |
| STATE OF CALIFORNIA | | |
| CONTRACTING AGENCY NAME 32ND District Agricultural Association/OC Fair & Event Center | | <input type="checkbox"/> Exempt per: |
| AUTHORIZED SIGNATURE  | DATE SIGNED | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Ken Karns, Chief Operating Officer | | |
| CONTRACTING AGENCY ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | |

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jerry Eldridge, Director of Facility
Phone (714) 708-1578

Specialized Elevator Services, LLC
Gabby Rodriguez, Acct Representative
Phone: 213) 507-5672, Email: gaby@nlelevator.com

The District's Request For Offer (RFQ) for Elevator Maintenance released September 3, 2024, is on file in the office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.

The Contractor's bid proposal for the Elevator Maintenance, dated September 25, 2024, is on file in the office of the 32nd District Agricultural Association and is incorporated herein by reference and made part of this agreement.

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

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

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

Minimum Requirements:

Scope and Description

To provide quarterly, bi-annually and annual preventative maintenance for the Heroes Hall and Pacific Amphitheater.

SPECIAL REQUIREMENTS: Bidder must posses a valid a C-11 License in order to bid.

To perform the following services:

- Contractor shall inspect and service both elevators as required by code and regulation. If necessary, repairs are authorized at the time of normal maintenance.
- Lubricants - Contractor shall replenish lubricants and fluids as necessary for proper operation of gearboxes and pumping unit tanks. Lubricants will be selected to meet the required specifications for the Equipment service.
- Maintenance and Repairs - Service and repair shall be performed by certified and trained technicians to visit equipment on a regular and systematic schedule to adjust, clean, and lubricate as necessary all covered components of the equipment. All inspections and adjustments covered by this agreement will be made in a workmanlike manner.
- Preventative Maintenance service rate shall be a flat rate on a yearly basis.
- Testing – Contractor shall perform all test necessary of all functions to ensure safety including weight test.
- Contractor shall provide the District a check list after maintenance and repairs.
- Contractor shall provide the District a Quarterly report within 24 hours after Maintenance Inspections. This report should include any recommendation for repairs required.
- Contractor shall provide a written estimate cost of repairs and necessary.
- Contractor shall provide 24/7 phone service monitoring

Contractor to render service described on the following Residential/Commercial Elevator(s):

| Location | Quantity | Type | Manufacture | Stops | State ID |
|----------------------|----------|-----------|-------------|-------|----------|
| Pacific Amphitheater | 1 | Hydraulic | Thyssen | 2 | 148791 |
| Heroes Hall | 1 | Hydraulic | Mckinley | 2 | 175235 |

Contractor must comply with prevailing wage compliance (If applicable)

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at

<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-20

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of the proper invoice.

The invoice shall be itemized and contain the District's Purchase Order number 52733. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

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

Payment Rates:

| | |
|--|-------------|
| Preventative Maintenance (24 Months) | \$3,120.60 |
| Install New phone and monitoring (24 months) | \$6,870 |
| Emergency Repairs (contingency) | \$10,000 |
| Material (contingency) | \$5,000 |
| Total | \$24,990.60 |

The proposed bid price below shall be all-inclusive, including taxes, fees, delivery, pick-up, permits, insurance, and any other services and fees.

Contractor shall bill the District the cost of material equivalent to manufacture price plus 10% markup.

Contractor shall only bill the District for actual services provided.

The District will add a contingency of \$10,000 per year for all repairs and emergency calls. The District will add a contingency of \$5,000 per year for material.

| | |
|--|-----------------------------|
| Preventative Maintenance (24 months) | \$ <u>3,120.60</u> |
| Install new phone and monitoring 24/7 (24 months) – Include labor and Material | \$ <u>6,870.00</u> |
| Repairs (Regular hours Monday -Friday, 8 a.m. – 5 p.m.) (Estimated 20 hours per year) | \$ <u>400.00</u> Per Hour |
| Repair (After hours Monday-Friday (5 p.m. – 7 a.m.) (Estimated 10 hours per year) | \$ <u>100.00</u> Per Hour |
| Repairs (Weekend and State and Federal Holidays) Estimated 10 hours per year) | \$ <u>990.00</u> Per Hour |
| Emergency Call (Per Call, weekday, all hours (Estimated 3 calls per year) | \$ <u>3,260.00</u> per call |
| Emergency Call (per call, weekend and State and Federal Holidays) | \$ <u>7,920.00</u> Per call |

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC 04/2017 / CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES
1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

California Fair Services Authority #23-01-01

I. Evidence of Coverage

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

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: \$5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
 7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

III. Participant Waivers

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

-End Exhibit E-

EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

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

Company/Organization Name: _____

Contact Name: _____ Contact Telephone: _____

| | | | |
|---|--------------------------------------|-------------------------------------|---|
| Type of Company/Organization (Circle one): | <input type="checkbox"/> Contractor | <input type="checkbox"/> Consultant | <input type="checkbox"/> Concessionaire |
| | <input type="checkbox"/> Entertainer | <input type="checkbox"/> Exhibitor | <input type="checkbox"/> Volunteer |

Other/Explanation if Needed: _____

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

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

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

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

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

Specialized Elevator Services LLC
SA-228-24YR
PAGE 17 of 23



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

Megan's Law Screening Listing

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.
2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.
3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.
4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

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

2. LICENSES, PERMITS AND CERTIFICATIONS

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

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

3. SITE ACCESS

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

4. INSURANCE

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

5. WORK PERMIT LAW

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

6. PERSONNEL

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

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

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

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

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

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

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

Page 2 of 5

8. SUPPLIERS

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

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

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

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

10. INVOICES

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

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

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

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

11. PAYMENT

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

12. PRICING/FINANCIAL PROPOSAL BID FORM

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

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

13. MEGAN'S LAW SCREENING

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

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

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

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

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

15. GRATUITIES

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

16. EVALUATION OF CONTRACTOR PERFORMANCE

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

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

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

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

17. NON-EXCLUSIVE AGREEMENT

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

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

Page 4 of 5

18. TERMINATION

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

19. FORCE MAJEURE

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

20. PHONE NUMBERS

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

21. VEHICLES, EQUIPMENT AND SUPPLIES

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

22. VEHICLE UTILITY CARTS

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

23. VENUE CLEAN-UP

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

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

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually.

Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

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

27. SUBCONTRACTING

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

28. FIRE REGULATIONS

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

-End Exhibit H-

SPONSORSHIP AGREEMENT

(Rev 3/19)

R MT A RL F MC

AGREEMENT NUMBER

SA-001-25SP

A-

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

STATE AGENCY'S NAME

32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

KNOTT'S BERRY FARM

2. The term of this Agreement is: **July 18, 2025 through August 17, 2025**

3. The amount of this Sponsorship Agreement **\$3,429.80 (TRADE)**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE
 OTHER Payable to: "OC Fair & Event Center"

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

Exhibit A – Sponsorship Agreement Provisions**Exhibit B – Sponsorship Agreement Terms and Conditions****Exhibit C – Insurance Requirements****Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

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

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

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

Knott's Berry FarmBY (*Authorized Signature*)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Mariah, Fritzges

ADDRESS

8039 Beach Blvd., Buena Park, CA 90620**STATE OF CALIFORNIA**

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event CenterBY (*Authorized Signature*)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Capps, Chief Business Development Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626*California State Use Only* Exempt: Sponsorship

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

SIGNATURE OF STATE ACCOUNTING OFFICER

Date

 CONTRACTS MANAGER

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

Marie Torres, Marketing & Sponsorship Associate

(714) 708-1541

Knott's Berry Farm

Mariah Fritzges

Email: mariah.fritzges@cedarfair.com

Force Majeure

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

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions.

Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

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

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

SA-001-25SP

Knott's Berry Farm

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The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR AGREES:

1. Knott's Berry Farm agrees to be a Sponsor at the 2025 OC Fair from July 18, 2025, to August 17, 2025
2. To provide pies and tickets as trade in the value of THREE THOUSAND FOUR HUNDRED TWENTY-NINE DOLLARS AND EIGHTY CENTS (\$3,429.80) Sixty-Five (65) pies and Twenty (20 tickets)
3. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein
5. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Sponsor require the approval of the District prior to implementation
6. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry
7. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions

DISTRICT AGREES:

1. To provide the Knott's Berry Farm with Sponsorship of the 2025 OC Fair during the Term
2. Sponsor will have the right to use the OC Fair name and promotional logos in advertising, cross promotion, marketing and public relations efforts during the Term of the agreement, subject to prior written approval of such uses by the District
3. To provide on-site signage in the form of:
 - a. Branding on two (2) monitors on each side of the stage area during the competitions
4. To include Sponsor logo:
 - a. In all applicable 2025 OC Fair collateral including printed maps at Fair kiosks (pending deadline)
 - b. In all applicable 2025 OC Fair digital advertising, including digital calendar and schedule of events (pending deadline)
 - c. Inclusion on the 2025 OC Fair web site with a link to the Sponsor web site (pending deadline)
 - d. In the @The Fair e-newsletter, all issues during the Term

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

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

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
 4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

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

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

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

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

- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

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

- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

EXHIBIT C – INSURANCE REQUIREMENTS
(Revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following**: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events:

EXHIBIT C – INSURANCE REQUIREMENTS

Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
 7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

EXHIBIT C – INSURANCE REQUIREMENTS

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

OR

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

OR

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

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFS).

EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

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

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

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

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

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

SPONSORSHIP AGREEMENT

(Rev 3/19)

RMT A RL F MC

AGREEMENT NUMBER

SA-002-25SP

A-

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

STATE AGENCY'S NAME

32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

AoPS ACADEMY IRVINE

2. The term of this Agreement is: **April 12, 2025 through April 13, 2025**

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

Payment Terms:

ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE
 OTHER Payable to: "OC Fair & Event Center"

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

Exhibit A – Sponsorship Agreement Provisions**Exhibit B – Sponsorship Agreement Terms and Conditions****Exhibit C – Insurance Requirements****Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

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

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

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

AoPS Academy IrvineBY (*Authorized Signature*)

PRINTED NAME AND TITLE OF PERSON SIGNING

Alicia Martinez, Administrative Coordinator

ADDRESS

4010 Barranca Hkwy, Suite 220, Irvine, CA 92604

STATE OF CALIFORNIA

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event CenterBY (*Authorized Signature*)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Capps, Chief Business Development Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California State Use Only

 Exempt: Sponsorship

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



Date

 CONTRACTS MANAGER

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

Marie Torres, Marketing & Sponsorship Associate

(714) 708-1541

AoPS Academy Irvine

Alicia Martinez, Administrative Coordinator

Email: irvine@aopsacademy.org

Force Majeure

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

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

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

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR AGREES:

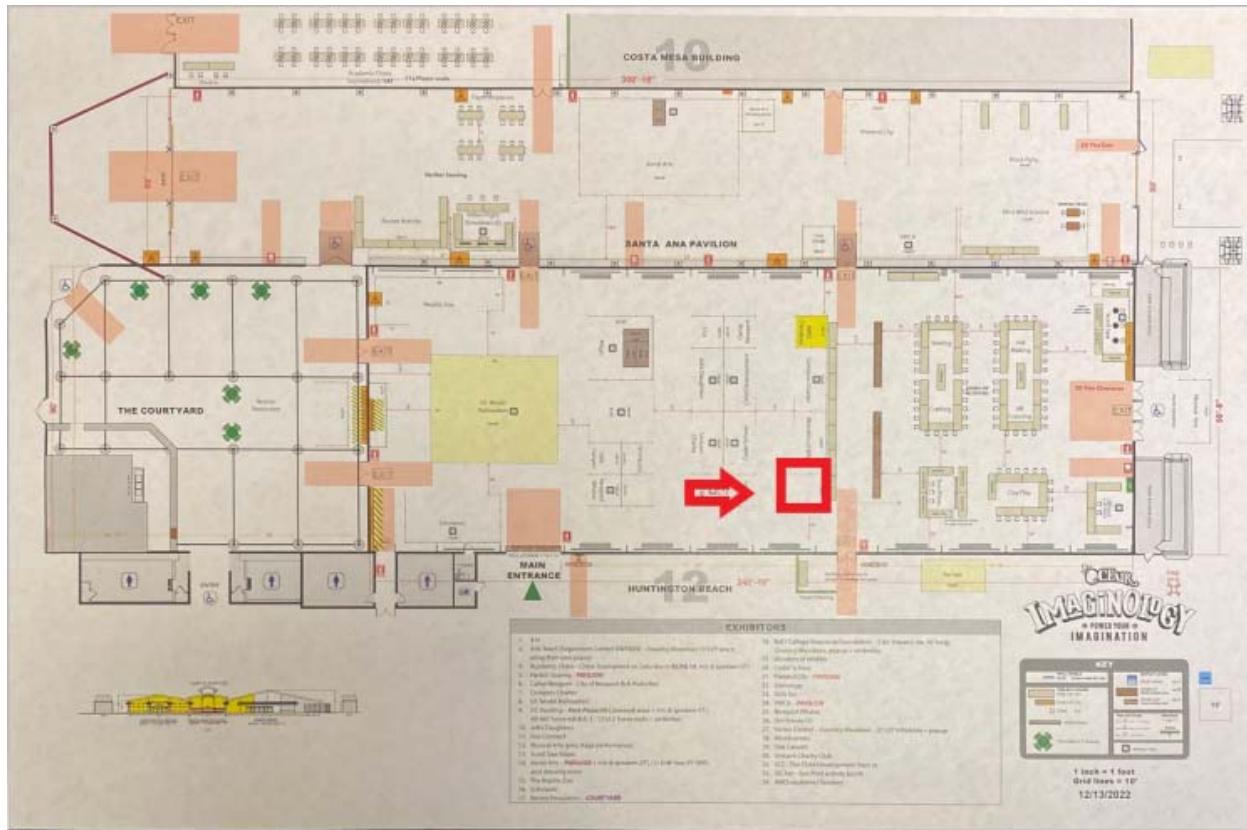
1. AoPS Academy Irvine to be a sponsor of the 2025 Imaginology event occurring April 12, 2024 – April 13, 2025.
2. To provide CASH in the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) due upon execution of this agreement. Payment in full must be received no later than March 21, 2025.
 - a. Payments shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**
3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein (pending deadlines).
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
6. That staff members shall comply with the following requirements:
 - a. All staff should be in AoPS Academy Irvine company uniforms.
7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m., March 21, 2025.
8. To have its displays fully staffed by uniformed representatives:
 - a. By 9:30 a.m. and open to the public from 10:00 a.m. until at least 4:00 p.m. on Saturday April 12, 2025, and Sunday April 13, 2025.
9. That mobile tour and other exhibitors may be near the designated spaces.
10. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2025 Imaginology event.

DISTRICT AGREES:

1. To provide AoPS Academy Irvine with Sponsorship of the 2025 Imaginology Event.
2. To provide Sponsor one (1) 10' x 10' premium space located in the Huntington Beach Building for Saturday through Sunday April 12 – 13, 2025. (see space marked map below)

3. To include Sponsor logo:
 - a. On the 2025 Imaginology website with a link to the Sponsor website (pending deadlines).
 - b. On the band of sponsors section on map banner located on (2) information booths.
 4. To include Sponsor as a location on the 2025 Imaginology Scavenger Hunt Sheet.
 5. To provide a mutually agreed upon number of staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of one-day working credentials.



-End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

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

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
 4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

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

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

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

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

- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.

- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

EXHIBIT C – INSURANCE REQUIREMENTS
(Revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following**: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events:

EXHIBIT C – INSURANCE REQUIREMENTS

Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority,
Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

EXHIBIT C – INSURANCE REQUIREMENTS

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

OR

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

OR

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

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFS).

EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

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

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

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

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

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

SPONSORSHIP AGREEMENT

(Rev 3/19)

R MT A RL F MC

AGREEMENT NUMBER

SA-003-25SP

A-

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

STATE AGENCY'S NAME

32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

AQUA TOTS ORANGE LLC

2. The term of this Agreement is: **April 12, 2025 through April 13, 2025**

3. The amount of this Sponsorship Agreement **\$1,000.00 (CASH)**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE
 OTHER Payable to: "OC Fair & Event Center"

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

Exhibit A – Sponsorship Agreement Provisions**Exhibit B – Sponsorship Agreement Terms and Conditions****Exhibit C – Insurance Requirements****Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

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

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

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

Aqua Tots Orange LLCBY (*Authorized Signature*)

PRINTED NAME AND TITLE OF PERSON SIGNING

Caroline Carlson, Owner

ADDRESS

36800 Woodward Ave., Suite 300, Bloomfield Hills, MI 48304**STATE OF CALIFORNIA**

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event CenterBY (*Authorized Signature*)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Capps, Chief Business Development Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626*California State Use Only* Exempt: Sponsorship

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



Date

 CONTRACTS MANAGER

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

Marie Torres, Marketing & Sponsorship Associate

(714) 708-1541

Aqua Tots Orange LLC

Caroline Carlson, Owner

Email: ccarlson@aquatots.ca.com

Force Majeure

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

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions.

Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

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

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

SA-003-25SP

Aqua Tots Orange LLC

PAGE 3 of 13

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR AGREES:

1. AQUA TOTS ORANGE LLC to be a sponsor of the 2024 Imaginology event occurring April 12, 2025 – April 13, 2025.
2. To provide CASH in the sum of ONE THOUSAND DOLLARS (\$1,000) due upon execution of this agreement. Payment in full must be received no later than March 21, 2025.
 - a. Payments shall be remitted to the following address:

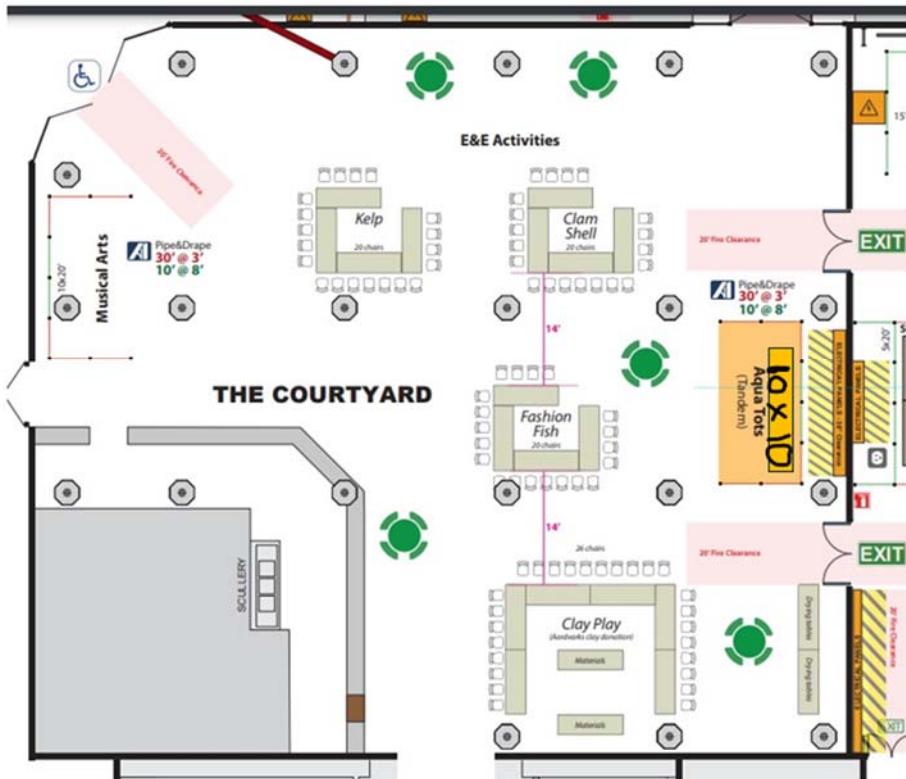
OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626

3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein (pending deadlines).
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
6. That staff members shall comply with the following requirements:
 - a. All staff should be in AQUA TOTS ORANGE LLC company uniforms.
7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m., March 21, 2025.
8. To have its displays fully staffed by uniformed representatives:
 - a. By 9:30 a.m. and open to the public from 10:00 a.m. until at least 4:00 p.m. on Saturday April 12, 2025, and Sunday April 13, 2025.
9. That mobile tour and other exhibitors may be near the designated spaces.
10. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2025 Imaginology event.

DISTRICT AGREES:

1. To provide AQUA TOTS ORANGE LLC with Sponsorship of the 2025 Imaginology event.

2. To provide Sponsor one (1) 10' x 10' in line space located in the Courtyard area for Saturday through Sunday April 12 – 13, 2025. (see space marked map below)
3. To include Sponsor logo:
 - a. On the 2025 Imaginology website with a link to the Sponsor website (pending deadlines).
 - b. On the band of sponsors section on map banner located on (2) information booths.
4. To include Sponsor as a location on the 2025 Imaginology Scavenger Hunt Sheet.
5. To provide a mutually agreed upon number of staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of one-day working credentials.



-End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

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

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
 4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

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

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

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

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

- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

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

- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

EXHIBIT C – INSURANCE REQUIREMENTS
(Revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following**: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events:

EXHIBIT C – INSURANCE REQUIREMENTS

Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
 7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

EXHIBIT C – INSURANCE REQUIREMENTS

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

OR

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

OR

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

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFS).

EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

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

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

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

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

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

SPONSORSHIP AGREEMENT

(Rev 3/19)

R WT A RL F MC

AGREEMENT NUMBER

SA-004-25SP**A-**

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

STATE AGENCY'S NAME

32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

LeafFilter North, LLC

2. The term of this Agreement is: **April 12, 2025 through April 13, 2025**

3. The amount of this Sponsorship Agreement **\$1,500.00 (CASH)**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE
 OTHER Payable to: "OC Fair & Event Center"

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

Exhibit A – Sponsorship Agreement Provisions**Exhibit B – Sponsorship Agreement Terms and Conditions****Exhibit C – Insurance Requirements****Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

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

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

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

LeafFilter North, LLCBY (*Authorized Signature*)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Justin Lowry, Senior Event Marketing Coordinator

ADDRESS

1595 Georgetown Road, Hudson, OH 44236**STATE OF CALIFORNIA**

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event CenterBY (*Authorized Signature*)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Capps, Chief Business Development Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626**California State Use Only** Exempt: Sponsorship

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

SIGNATURE OF STATE ACCOUNTING OFFICER

Date

 CONTRACTS MANAGER

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

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

LeafFilter North, LLC
Justin Lowry, Senior Event Marketing Coordinator
Email: events@leaffilter.com

Force Majeure

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

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

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

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

SA-004-25SP

LeafFilter North, LLC

PAGE 3 of 13

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR AGREES:

1. LeafFilter North, LLC to be a sponsor of the 2024 Imaginology event occurring April 12, 2025 – April 13, 2025.
2. To provide CASH in the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) due upon execution of this agreement. Payment in full must be received no later than March 21, 2025.
 - a. Payments shall be remitted to the following address:

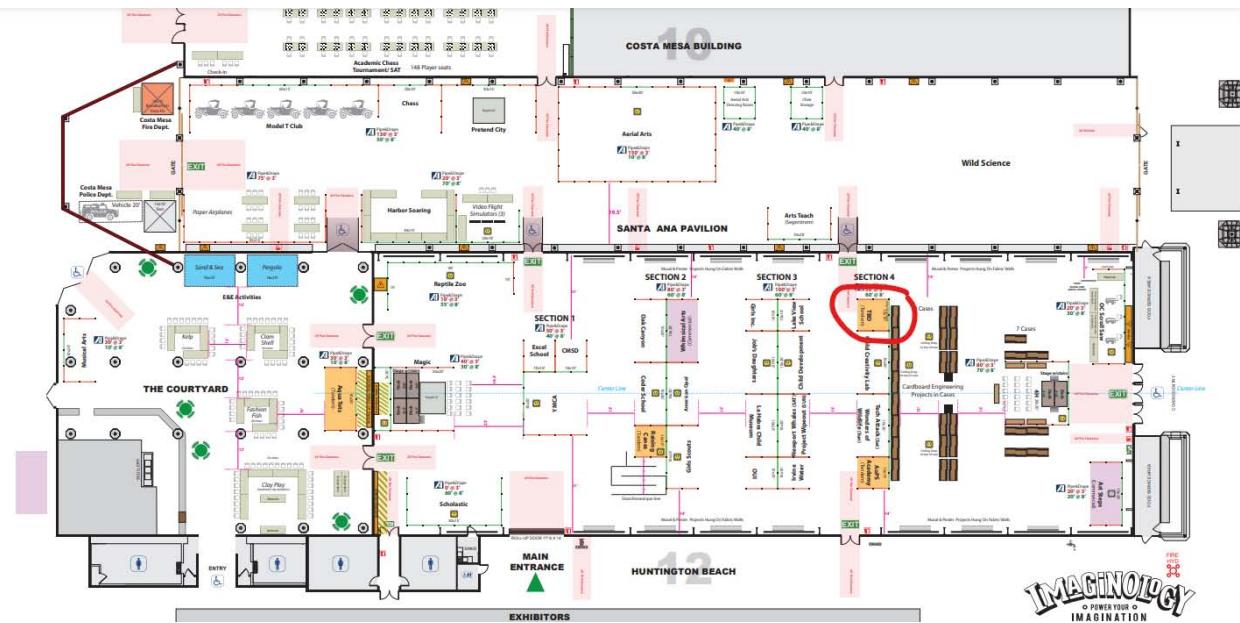
**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**

3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein (pending deadlines).
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
6. That staff members shall comply with the following requirements:
 - a. All staff should be in LeafFilter North, LLC company uniforms.
7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m., March 21, 2025.
8. To have its displays fully staffed by uniformed representatives:
 - a. By 9:30 a.m. and open to the public from 10:00 a.m. until at least 4:00 p.m. on Saturday April 12, 2025, and Sunday April 13, 2025.
9. That mobile tour and other exhibitors may be near the designated spaces.
10. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2025 Imaginology event.

DISTRICT AGREES:

1. To provide LeafFilter North, LLC with Sponsorship of the 2025 Imaginology event.

2. To provide Sponsor one (1) 10' x 10' premium space located in the Huntington Beach Building for Saturday through Sunday April 12 – 13, 2025. (see space marked map below)
3. To include Sponsor logo:
 - a. On the 2025 Imaginology website with a link to the Sponsor website (pending deadlines).
 - b. On the band of sponsors section on map banner located on (2) information booths.
4. To include Sponsor as a location on the 2025 Imaginology Scavenger Hunt Sheet.
5. To provide a mutually agreed upon number of staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of one-day working credentials.



-End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

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

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
 4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

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

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

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

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

- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.

- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

EXHIBIT C – INSURANCE REQUIREMENTS
(Revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events:

EXHIBIT C – INSURANCE REQUIREMENTS

Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
 7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

EXHIBIT C – INSURANCE REQUIREMENTS

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

OR

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

OR

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

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

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

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

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

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

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment of property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STANDARD AGREEMENT AMENDMENT

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

| | |
|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-141-20YR | #6 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

UNITED PACIFIC SERVICES, INC.

2. The term of this

Agreement is **09/01/2020**

through

08/31/2025Option Years: **(1) 9/1/21-8/31/22****(2) 9/1/22-8/31/23****(3) 9/1/23-8/31/24****(4) 9/1/24-8/31/25****FED ID:** XXXXXXXXXX

3. The maximum amount of this **\$0.00 Amendment**

Agreement after this amendment is: **\$347,743****(2020 \$73,242; 2021 \$77,311; 2022 \$62,600; 2023 \$65,730; 2024 \$68,860)**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-141-20YR, dated September 2020, between the District and United Pacific Services, Inc. for tree trimming services for the OC Fair & Event Center, is hereby amended as follows:

1. This amendment's effective date is November 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to add add GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay Contractor a total amount not to exceed THREE HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED FORTY-THREE DOLLARS AND 00/100 (\$347,743.00) upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|--|---|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (<i>If other than an individual, state whether a corporation, partnership, etc.</i>) UNITED PACIFIC SERVICES, INC. | | |
| BY (Authorized Signature)  | DATE SIGNED (<i>Do not type</i>) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Gus Franklin, President | | |
| ADDRESS 251 Imperial Hwy., Suite 450, Fullerton, CA 90631 Tel: (562) 691-4600 email: eric@unitedpac.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature)  | DATE SIGNED (<i>Do not type</i>) | <input type="checkbox"/> Exempt per: |
| PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer | | |
| ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

STANDARD AGREEMENT AMENDMENT

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

| | |
|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-142-20-FT | #3 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

COULTER ASSOCIATES, LLC

2. The term of this

Agreement is **09/01/2020** through **08/31/2025**
(9/1/22-8/31/23; 9/1/23-8/31/24; 9/1/24-8/31/25)

FED ID: [REDACTED]

3. The maximum amount of this **\$84,000 Amendment**

Agreement after this amendment is: **\$411,000**
(20/21- \$80,000; 21/22-\$81,000; 22/23- \$83,000; 23/24- \$83,000; 24/25- \$84,000)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-142-20FT, dated September 1, 2020, between the District and Coulter Associates, LLC, to provide Carnival/Independent Amusement Ride Safety for the OC Fair & Event Center, is hereby amended as follows:

1. This amendment's effective date is September 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide carnival/independent amusement ride safety for the OC Fair & Event Center by exercising the third (last) option year at not to exceed EIGHTY-FOUR THOUSAND DOLLARS AND 00/100 (\$84,000.00.)
2. To add GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay Contractor a total amount not to exceed FOUR HUNDRED ELEVEN THOUSAND DOLLARS AND 00/100 (\$411,000.00) include all option years, upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|------------------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (<i>If other than an individual, state whether a corporation, partnership, etc.</i>) COULTER ASSOCIATES, LLC | | |
| BY (Authorized Signature) | DATE SIGNED (<i>Do not type</i>) | |
|  PRINTED NAME AND TITLE OF PERSON SIGNING Fayetta Coulter, Owner | | |
| ADDRESS 600 E Mose Creek Dr., Bloomington, IN 47401 Tel: (614) 361-0829, email: fkcoulter@yahoo.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (<i>Do not type</i>) | <input type="checkbox"/> Exempt per: |
|  PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer | | |
| ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

STANDARD AGREEMENT AMENDMENT

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

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|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-005-21MB | #4 |
| REGISTRATION NUMBER | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

LISA SEXTON

2. The term of this

Agreement is **01/01/2021** through **12/31/2025****FED ID:**

3. The maximum amount of this

\$0.00 AmendmentAgreement after this Amendment is: **\$264,378.00 (assumes 23 day season plus 20 additional shows per year)****Not to exceed \$1,190,566.00 with inclusion of option years.**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-005-21MB, dated January 1, 2021, between the District and Lisa Sexton for entertainment marketing and booking services for the Pacific Amphitheatre for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is October 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

To amend the original contract to provide entertainment marketing and booking services for the Pacific Amphitheatre for the OC Fair & Event Center to add GenAI Technology Use & Reporting as mandated by the Department of General Services, see page 2.

STATE AGREES:

1. To pay Contractor a total amount not to exceed TWO HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED SEVENTY EIGHT DOLLARS AND 00/100 (\$264,378.00); ONE MILLION ONE HUNDRED NINETY THOUSAND FIVE HUNDRED SIXTY SIX DOLLARS AND 00/100 (\$1,190,566.00) upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| LISA SEXTON | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Lisa Sexton | | |
| ADDRESS | | |
| 787 Crescent Ave., Santa Maria, CA 93455 | | |
| lsexton@ocfair.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | <input type="checkbox"/> Exempt per: |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

STANDARD AGREEMENT AMENDMENT

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| | |
|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-012-21YR | #5 |
| REGISTRATION NUMBER | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

KHAVARIAN ENTERPRISES INC./DBA: VISION COMMUNICATIONS

2. The term of this

Agreement is

04/01/2021**03/31/2026**(Three one-year
options)**FED ID:** [REDACTED]

3. The maximum amount of this **\$75,410 – Amendment (2023-\$10,000; 2024-\$10,000; 2025-\$10,000)**
Agreement after this amendment is: **\$357,050 (\$75,410/year)**
(2021-\$65,410; 2022-\$65,410; 2023 \$75,410; 2024-\$75,410; 2025-\$75,410)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-012-21YR, dated April 1, 2021, between the District and Khavarian Enterprises Inc. (Vision Communications) for radio rentals for OC Fair & Event Center, is hereby amended as follows:

1. This amendment's effective date is April 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide radio rentals for the OC Fair & Event Center by exercising the third (last) option year at not to exceed SEVENTY-FIVE THOUSAND FOUR HUNDRED AND TEN DOLLARS 00/100 (\$75,410.00)
2. To add GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay Contractor a total amount not to exceed THREE HUNDRED FIFTY-SEVEN THOUSAND FIFTY DOLLARS AND 00/100 (\$357,050) upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|--|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) KHAVARIAN ENTERPRISES INC./DBA: VISION COMMUNICATIONS | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type)  | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Jennifer Mosley, Rental Account | | |
| ADDRESS 3250 Airflite Way #301, Long Beach, CA 90807 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type)  | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer | | |
| ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | |
| <input type="checkbox"/> Exempt per: | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR PERFORMANCE EVALUATION

| | | | |
|---|---|--|---|
| CONTRACTOR'S COMPANY NAME: Khavarian Enterprises Inc.; DBA: Vision Communications | CONTRACT NUMBER: SA-012-21YR | AMENDMENT NUMBER: #5 | |
| OCFEC CONTRACT MANAGER'S NAME: Rob Castagnoli, Technology Supervisor | TITLE: Project Manager | DEPARTMENT: Technology | |
| TYPE OF SERVICE: Radio rentals | PHONE NUMBER: (714) 708-1863 | | |
| ORIGINAL CONTRACT TERM (Not including options) | START DATE: 04/01/2021 | END DATE: 03/31/2023 | ORIGINAL CONTRACT AMOUNT: \$130,820 |
| EXERCISE OPTION YEAR 1 TERM: 04/01/2023 to 03/31/2024 <input type="checkbox"/> | EXERCISE OPTION YEAR 2 TERM: 04/01/2024 to 03/31/2025 <input type="checkbox"/> | EXERCISE OPTION YEAR 3 TERM: 04/01/2025 to 03/31/2026 <input checked="" type="checkbox"/> X | EXERCISE OPTION YEAR 4 TERM: to <input type="checkbox"/> |
| AMENDMENT AMOUNT: \$65,410 | AMENDMENT AMOUNT: \$65,410 | AMENDMENT AMOUNT: \$65,410 | AMENDMENT AMOUNT: |
| TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$357,050 (Includes all option years) | | | |

| Please provide a rating for the contractor's performance, in each of the following areas. | | Points 1-10 |
|---|--|-------------|
| Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5 = Meets Expectations 4-3 = Marginal 2-1 = Unsatisfactory | | |
| 1. Contractor's adherence to the terms of the contract. | | 9 |
| 2. Quality of Contractor's work. | | 9 |
| 3. Contractor and staff's knowledge of the contract requirements | | 9 |
| 4. Contractor's cooperation/communication with the OC Fair & Event Center | | 8 |
| 5. Contractor's adherence to specified contract timelines/deadlines | | 9 |
| 6. Contractor's ability to work within contract amount | | 9 |
| 7. Effectiveness of Contractor's Project Manager | | 9 |
| 8. Accuracy of invoices | | 8 |
| Overall Rating – Total points out of 80 points possible | | 70 |

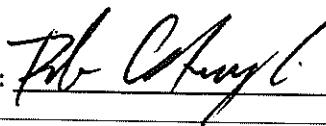
Overall rating of Contractor's performance (Please check one)

Outstanding Above Average Meets Expectations Marginal Unsatisfactory

*If overall rating is below 40 points, you must provide comments supporting your recommendation below.

Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE:  PRINT NAME: ROB CASTAGNOLI DATE: 10/17/24

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: _____ Signature: _____ Date: _____

STANDARD AGREEMENT AMENDMENT

R_____ A_____ F_____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

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|--|-------------------------------|
| AGREEMENT NUMBER SA-033-21YR | AMENDMENT NUMBER #3 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

LANCE, SOLL & LUNGHARD, LLP

- ## 2. The term of this

FED ID: [REDACTED]

Agreement is

05/01/2021

through

04/30/2026

1. (5/1/23-4/30/24)

Option 2 (5/1/24-4/30/25)

Years: 3 (5/1/25-4/30/26)

3. The maximum amount of this **\$35.150 Amendment**

Agreement after this amendment is: **\$169 050 inclusion of all option years**

(2021 \$32 500; 2022 \$33 150; 2023 \$33 800; 2024 \$34 450; 2025 \$35 150)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-033-21YR, dated May 1, 2021, between the District and Lane, Soll & Lunghard, LLP for financial audit at the OC Fair & Event Center, is hereby amended as follows:

1. This amendment's effective date is May 1, 2025.
 2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide financial audit for the OC Fair & Event Center by exercising the third option year at not to exceed THIRTY-FIVE THOUSAND ONE HUNDRED FIFTEEN DOLLARS AND 00/100 (\$35,150.00).
 2. To add GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay the Contractor a total amount not to exceed ONE HUNDRED SIXTY-NINE THOUSAND FIFTY DOLLARS AND 00/100 (\$169,050.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR PERFORMANCE EVALUATION

| | | |
|--|--|--|
| CONTRACTOR'S COMPANY NAME: Lance, Soll & Lunghard, LLP | CONTRACT NUMBER: SA-033-21YR | AMENDMENT NUMBER: A #3 |
| OCFEC CONTRACT MANAGER'S NAME: Max Tang | TITLE: Director of Finance | DEPARTMENT: Finance |
| PHONE NUMBER: 714-708-1522 | | |
| TYPE OF SERVICE: Provide financial audit | | |
| ORIGINAL CONTRACT TERM (not including options) | START DATE: 5/1/2021 | END DATE: 4/30/2023 |
| ORIGINAL CONTRACT AMOUNT: \$65,650 | | |
| EXERCISE OPTION YEAR 1 TERM: <u>5/1/2023 to 4/30/2024</u> | EXERCISE OPTION YEAR 2 TERM: <u>5/1/2024 to 4/30/2025</u> | EXERCISE OPTION YEAR 3 TERM: <u>5/1/2025 to 4/30/2026</u> |
| AMENDMENT AMOUNT: \$33,800 | AMENDMENT AMOUNT: \$34,450 | AMENDMENT AMOUNT: \$35,150 |
| TOTAL CONTRACT AMOUNT, INCLUDING AMENDMENTS: \$169,050 (Includes all option years) | | |

| | | |
|---|--|-------------|
| Please provide a rating for the contractor's performance, in each of the following areas. | | Points 1-10 |
| Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5 = Meets Expectations 4-3 = Marginal 2-1 = Unsatisfactory | | |
| 1. Contractor's adherence to the terms of the contract. | | |
| 2. Quality of Contractor's work. | | |
| 3. Contractor and staff's knowledge of the contract requirements | | |
| 4. Contractor's cooperation/communication with the OC Fair & Event Center | | |
| 5. Contractor's adherence to specified contract timelines/deadlines | | |
| 6. Contractor's ability to work within contract amount | | |
| 7. Effectiveness of Contractor's Project Manager | | |
| 8. Accuracy of invoices | | |
| Overall Rating – Total points out of 80 points possible | | 72 |

Overall rating of Contractor's performance (Please check one)

Outstanding Above Average Meets Expectations Marginal Unsatisfactory

*If overall rating is below 40 points, you must provide comments supporting your recommendation below.

Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

| | | |
|--|--|-----------------------|
| OCFEC CONTRACT MANAGER'S SIGNATURE: <u>YL</u> | PRINT NAME: _____ | DATE: <u>10/17/23</u> |
| Tenant Liaison Committee Approval | Date: _____ | |
| <input type="checkbox"/> Contract Extension Approved | <input type="checkbox"/> Contract Extension Denied | |
| Name: _____ | Signature: _____ | Date: _____ |

STANDARD AGREEMENT AMENDMENTR *OC* A *KK* F *mar* **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** _____ Pages

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|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-036-21YR | #3 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

CART MART, INC.

2. The term of this

Agreement is

06/01/2021

through

05/31/2025

Option Years

(6/1/23-5/31/24)

6/1/24-5/31/25

6/1/25-5/31/26)

FED ID: [REDACTED]

3. The maximum amount of this **\$ 0.00 Amendment**

Agreement after this Amendment is: **\$634,762.22 \$801,156.20 Inclusion option years**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-036-21YR, dated June 1, 2021, between the District and Cart Mart, Inc., for utility golf cart rental at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is November 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to add GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay Contractor a total amount not to exceed SIX HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-TWO DOLLARS AND 22/100 (\$634,762.22); EIGHTY HUNDRED ONE THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND 20/100 (\$801,156.20) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| CART MART, INC. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| <i>[Signature]</i> | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Brian Rott, CEO | | |
| ADDRESS | | |
| 237 South Bent Ave., San Diego, CA 92078 | | |
| (760) 744-4420 Ext. 3186 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| <i>[Signature]</i> | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |
| <input type="checkbox"/> Exempt per: | | |

STANDARD AGREEMENT AMENDMENT

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

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|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-037-21YR | #4 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

SOUND MEDIA FUSION, LLC

2. The term of this

Agreement is

06/01/2021

through

05/31/2024

Option Years

(6/1/23-5/31/24)

6/1/24-5/31/25

6/1/25-5/31/26)

FED ID: [REDACTED]

3. The maximum amount of this **\$0.00 Amendment**

Agreement after this Amendment is: **\$539,283.60 ; \$685,560.60 Inclusion option years**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-037-21YR, dated June 1, 2021, between the District and Sound Media Fusion, LLC, for sound monitoring and mitigation consulting services at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is November 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to add GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay Contractor a total amount not to exceed FIVE HUNDRED THIRTY NINE THOUSAND TWO HUNDRED EIGHT THREE DOLLARS AND 60/100 (\$144,656); SIX HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED SIXTY DOLLARS AND 60/100 (\$685,560.60) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|--|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| SOUND MEDIA FUSION, LLC | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  PRINTED NAME AND TITLE OF PERSON SIGNING Gary Hardesty, Director | | |
| ADDRESS | | |
| 16524 Arminta St., Van Nuys, CA 91406 (818) 482-0193, audiomicro42@gmail.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |
| <input type="checkbox"/> Exempt per: | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

STANDARD AGREEMENT AMENDMENTR JC A KK F mar **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** _____ Pages

| | |
|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-038-21YR | #3 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

UNITED SITE SERVICES OF CALIFORNIA, INC.

2. The term of this

Agreement is

06/01/2021

through

05/31/2025

Option Years

1. 6/1/23-5/31/24
2. 6/1/24-5/31/25
3. 6/1/25-5/31/26

3. The maximum amount of this **\$0.00 Amendment**

Agreement after this Amendment is: **\$243,448.75; \$308,855.75 Inclusion option years**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-038-21YR, dated June 1, 2021, between the District and United Site Services of California, Inc., for temporary fencing rental at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is November 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to add GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay Contractor a total amount not to exceed TWO HUNDRED FORTY-THREE THOUSAND FOUR HUNDRED FORTY-EIGHT DOLLARS AND 75/100 (\$243,448.75); THREE HUNDRED EIGHT THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS AND 75/100 (\$308,855.75) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|--|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| UNITED SITE SERVICES OF CALIFORNIA, INC. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Dunlop, Vice President | | |
| ADDRESS | | |
| 523 Crowther Avenue, Placentia, CA 92870 Email: alexandria.kelly@unitedsiteservices.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |
| <input type="checkbox"/> Exempt per: | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

STANDARD AGREEMENT AMENDMENTR OC A KK F mar **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** 1 Pages

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|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-087-21YR | #5 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

STATEWIDE SEATING & GRANDSTANDS, INC.

2. The term of this

Agreement is

07/01/2021

through

06/31/2025

1. (7/1/23-6/31/24)
 Option 2. (7/1/24-6/31/25)
 Years: 3. (7/1/25-6/31/26)

FED ID: [REDACTED]

3. The maximum amount of this **\$0.00 Amendment**

Agreement after this Amendment is: **\$347,530; \$440,923 inclusion of all option years****(2021 \$80,079; 2022 \$87,081; 2023 \$89,133; 2024 \$91,237; 2025 \$93,393)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-087-21YR, dated July 1, 2021, between the District and Statewide Seating & Grandstands, Inc. for temporary bleacher rental at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is November 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to add GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay the Contractor a total amount not to exceed THREE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED THIRTY DOLLARS AND 00/100 (\$347,530.00); FOUR HUNDRED FORTY THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS AND 00/100 (\$440,923.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|--|------------------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (<i>If other than an individual, state whether a corporation, partnership, etc.</i>) Statewide Seating & Grandstands, Inc. | | |
| BY (Authorized Signature) | DATE SIGNED (<i>Do not type</i>) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Brian Daniels, President | | |
| ADDRESS 3290 Main St., San Diego, CA 92113 Email: statewideseating@gmail.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (<i>Do not type</i>) | <input type="checkbox"/> Exempt per: |
| PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer | | |
| ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

STANDARD AGREEMENT AMENDMENT

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

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|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-088-21YR | #3 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

LAZ PARKING CALIFORNIA, LLC

2. The term of this

Agreement is

07/01/2021

through

06/30/2025

1. (7/1/23-6/30/24)

Option 2. (7/1/24-6/30/25)

Years: 3. (7/1/25-6/30/26)

FED ID: [REDACTED]

3. The maximum amount of this **\$0.00 Amendment**

Agreement after this Amendment is: **\$1,727,612.50; \$2,207,797.50 inclusion of all option years****(2021 \$404,190; 2022 \$421,945; 2023 \$440,902.5; 2024 \$460,575; 2025 \$480,185)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-088-21YR, dated July 1, 2021, between the District and Laz Parking California, LLC, for shuttle services at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is November 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to add GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay the Contractor a total amount not to exceed ONE MILLION SEVEN HUNDRED TWENTY-SEVEN THOUSAND SIX HUNDRED TWELVE DOLLARS AND 50/100 (\$1,727,612.50); TWO MILLION TWO HUNDRED SEVEN THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLAR AND 50/100 (\$2,207,797.50) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| LAZ PARKING CALIFORNIA, LLC | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michael Harth, President West Region | | |
| ADDRESS | | |
| 10635 Santa Monica Blvd., #145, Los Angeles, CA 90025 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not typ) | <input type="checkbox"/> Exempt per: |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

SPONSORSHIP AGREEMENT

(Rev 10/16)

R WT A RL F MC

AGREEMENT NUMBER

SA-208-23SP

A-1

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

STATE AGENCY'S NAME

32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

TSY Enterprises, Inc.

- 2 The term of this Agreement is: **July 14, 2023, through August 31, 2025**

3. The amount of this Sponsorship **\$0.00, Original Contract Amount \$100,000**

Payment Terms:

- ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE
 OTHER Payable to: "OC Fair & Event Center"

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

Standard Agreement # SA-208-23SP, signed July 11, 2023, between the District and TSY Enterprises, Inc., amended as follows:

1. Except as herein amended, all other terms and conditions remain as previously agreed upon.
2. The effective date of this Amendment is July 1, 2024.
3. To delete deal point #3 under District Agrees, and add the followings:
 - Save Our Water campaign-style yard signs will increase from 12 to 20 signs
 - Banner Ad inclusion within at least five (5) OC Fair e-blasts leading up to and during the OC Fair.
 - Logo inclusion within one (1) @Fair quarterly newsletter
 - Inclusion of one (1) static ad within the ad rotation on the screen inside The Hangar during the 2024 & 2025 OC Fair.
 - Inclusion of one (1) static ad within the ad rotations on the screen inside Pacific Amphitheatre during the 2024 & 2025 OC Fair.

*GTC(4/17) – If not attached, view at www.ols.dgs.ca.gov/Standard+Language

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

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

TSY Enterprise, Inc.

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

580 N. 4th St, Ste 500, Columbus, OH, 43215

STATE OF CALIFORNIA

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event Center

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California State Use Only

 Exempt: Sponsorship

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



Date

STANDARD AGREEMENT AMENDMENTR _____ A *KK* F *mar* **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** 1 Pages

| | |
|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-008-22FT | #2 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

RAY CAMMACK SHOWS, INC.

The term of this

Agreement is

02/01/2022

through

01/31/2027 With One**(1) Five (5) Year****Option****FED ID:** [REDACTED]

3. The maximum amount of this **Amendment: \$0.00**

Agreement after this Amendment is:

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement # SA-008-22FT, dated February 1, 2022, between the District and Ray Cammack Shows, Inc. for the master carnival operator at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is November 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

To amend the original contract, add GenAI Technology Use & Reporting as mandated by the Department of General Services.
See page 2.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| RAY CAMMACK SHOWS, INC. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Guy W. Leavitt, President/CEO | | |
| ADDRESS | | |
| 4950 West Southern Avenue, Laveen, AZ 85339 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |

Exempt per:

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

STANDARD AGREEMENT AMENDMENT

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

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| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-046-22FT | #5 |
| REGISTRATION NUMBER | |
| | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

PREM SHAH dba PREMSTER PRODUCTIONS

2. The term of this **FED ID:**
Agreement is **06/01/2022** through **05/31/2025**
3. The maximum amount of this **\$0.00 Amendment**
Agreement after this Amendment is: **\$250,000.00 (\$100,000 plus three option years at \$50,000.00)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement # SA-046-22ft, dated June 1, 2022, between the District and Prem Shah dba Premster Productions for Merchandise Sales for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is October 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

To amend the original contract to merchandise sales for the OC Fair & Event Center to add GenAI Technology Use & Reporting as mandated by the Department of General Services, see page 2.

STATE AGREES:

1. To pay Contractor a total amount not to exceed ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000.00); TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$250,000.00) upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| PREM SHAH dba PREMSTER PRODUCTIONS | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  PRINTED NAME AND TITLE OF PERSON SIGNING Prem Shah, Owner | | |
| ADDRESS 3463 E. Date Street, Brea, CA 92832 (310) 922-0824 premster99@gmail.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | <input type="checkbox"/> Exempt per: |
|  PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer | | |
| ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | |

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

STANDARD AGREEMENT AMENDMENT

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

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|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-048-22YR | #2 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

SUNBELT RENTALS, INC.

The term of this

FED ID: XXXXXXXXXX

Agreement is

07/01/2022

through

06/30/2025Second option
year

(7/1/25-6/30/26)

3. The maximum amount of this **\$74,184.00 Amendment**

Agreement after this Amendment is: **\$289,054; \$362,092 (Include all option years)**

(2022 - \$68,887; 2023 - \$70,609; 2024 - \$72,374; 2025 - \$74,184; 2026 - \$76,038)

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-048-22YR, dated July 1, 2022, between the District and Sunbelt Rentals, Inc. for electronic message board rental for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is July 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. Amend the original contract to exercising the second option year at not to exceed SEVENTY-FOUR THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS AND 00/100 (\$74,184.00)
2. To add GenAI Technology Use & Reporting as mandated by the State. See page 2.

STATE AGREES:

1. To pay Contractor a total amount not to exceed TWO HUNDRED EIGHTY-NINE THOUSAND FIFTY-FOUR DOLLARS AND 00/100 (\$289,54.00); THREE HUNDRED SIXTY-TWO THOUSAND NINETY-TWO DOLLARS AND 00/100 (\$362,092) include all option years, upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| SUNBELT RENTALS, INC. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Irina Zakh, Customer Contract Manager | | |
| ADDRESS | | |
| 2341 Deerfield Drive, Fort Mills, SC 92715 | | |
| Email: contractteam@sunbeltrentals.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |
| <input type="checkbox"/> Exempt per: | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR PERFORMANCE EVALUATION

| | | | |
|---|--|--|--|
| CONTRACTOR'S COMPANY NAME: Sunbelt Rentals, Inc. | CONTRACT NUMBER: SA-048-22YR | AMENDMENT NUMBER: #2 | |
| OCFEC CONTRACT MANAGER'S NAME: Al Letua | TITLE: Traffic Supervisor | DEPARTMENT: Admission, Parking, Traffic | PHONE NUMBER: (714) 708-1699 |
| TYPE OF SERVICE: Electronic message board rental | | | |
| ORIGINAL CONTRACT TERM (Not including options) | START DATE: 07/01/2022 | END DATE: 06/30/2024 | ORIGINAL CONTRACT AMOUNT: \$139,496 |
| EXERCISE OPTION YEAR 1 TERM: 07/01/24 to 06/30/25 | EXERCISE OPTION YEAR 2 TERM: 07/01/25 to 06/30/26 | EXERCISE OPTION YEAR 3 TERM: 07/01/26 to 06/30/27 | EXERCISE OPTION YEAR 4 TERM: to |
| AMENDMENT AMOUNT: \$72,374 | AMENDMENT AMOUNT: \$74,184 | AMENDMENT AMOUNT: \$76,038 | AMENDMENT AMOUNT: |
| TOTAL CONTRACT AMOUNT, INCLUDING AMENDMENTS: \$286,054; \$362,092 with inclusion option years | | | |

| Please provide a rating for the contractor's performance in each of the following areas. | | Points 1-10 |
|--|--|-------------|
| Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5= Meets Expectations 4-3= Marginal 2-1= Unsatisfactory | | |
| 1. Contractor's adherence to the terms of the contract. | | 9 |
| 2. Quality of Contractor's work. | | 8 |
| 3. Contractor and staff's knowledge of the contract requirements | | 8 |
| 4. Contractor's cooperation/communication with the OC Fair & Event Center | | 8 |
| 5. Contractor's adherence to specified contract timelines/deadlines | | 9 |
| 6. Contractor's ability to work within the contract amount | | 9 |
| 7. Effectiveness of Contractor's Project Manager | | 9 |
| 8. Accuracy of invoices | | 8 |
| Overall Rating – Total points out of 80 points possible | | 68 |

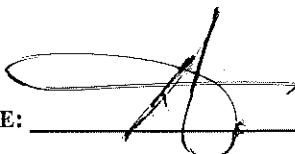
Overall rating of Contractor's performance (Please check one)

Outstanding Above Average Meets Expectations Marginal Unsatisfactory

**If overall rating is below 40 points, you must provide comments supporting your recommendation below.*

Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:



OCFEC CONTRACT MANAGER'S SIGNATURE: _____ PRINT NAME: Al Letua DATE: 10/16/2024

| | | |
|--|--|-------------|
| Tenant Liaison Committee Approval | Date: | |
| <input type="checkbox"/> Contract Extension Approved | <input type="checkbox"/> Contract Extension Denied | |
| Name: _____ | Signature: _____ | Date: _____ |

STANDARD AGREEMENT AMENDMENT **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** 1 Pages

| | |
|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-050-22YR | #2 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

SECTRAN SECURITY, INC.

2. The term of this

Agreement is **04/01/2022** through **03/31/2026****FED ID:** XXXXXXXXXX

3. The maximum amount of this **\$10,939.00**

Agreement after this Amendment is: **\$39,886; \$51,516 Includes option years****(2022 - \$9,050; 2023 - \$9,626; 2024 - \$10,271; 2025 - \$10,939; 2026 - \$11,630)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-050-22YR, dated April 1, 2022, between the District and Sectran Security, Inc., for armored courier at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is April 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. Amend the original contract to exercise the second option year at not to exceed TEN THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS AND 00/100 (\$10,939.00)
2. To add GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay Contractor a total amount not to exceed THIRTY-NINE THOUSAND EIGHT HUNDRED EIGHTY SIX DOLLARS AND 00/100 (\$39,886.00); FIFTY-ONE THOUSAND FIVE HUNDRED SIXTEEN DOLLARS AND 00/100 (\$51,516.00) with the inclusion option years upon satisfactory completion of work herein and upon receipt of proper invoices.

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

| | | |
|--|----------------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> SECTRAN SECURITY INC. | | |
| BY <i>(Authorized Signature)</i>  | DATE SIGNED <i>(Do not type)</i> | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Darius Barfatani, Manager | | |
| ADDRESS 7633 Industry Ave., Pico Rivera, CA 90660 email: dbarfatani@sectransecurity.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY <i>(Authorized Signature)</i>  | DATE SIGNED <i>(Do not type)</i> | <input type="checkbox"/> Exempt per: |
| PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer | | |
| ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

STANDARD AGREEMENT AMENDMENT

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

| | |
|----------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-079-22FTYR | #2 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

SUNBELT RENTALS, INC.

The term of this

Agreement is

07/01/2022

through

06/30/2026Second option
year**FED ID:** [REDACTED]

(7/1/25-6/30/26)

3. The maximum amount of this **\$66,040 Amendment**

Agreement after this Amendment is: **\$257,130; \$324,402 (Includes all option years and \$25,000 per year for year-round events)**
(2022 - \$62,558; 2023 - \$63,686; 2024 - \$64,846; 2025 - \$66,040; 2026 - \$67,272)

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-079-22FTYR, dated July 1, 2022, between the District and Sunbelt Rentals, Inc. for the portable light tower rental for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is July 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. Amend the original contract to exercise the second option year at not to exceed SIXTY-SIX THOUSAND FORTY DOLLARS AND 00/100 (\$66,040.00) for both Fair Time and Year-Round.
2. To add GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay Contractor a total amount not to exceed TWO HUNDRED FIFTY SEVEN THOUSAND ONE HUNDRED THIRTY DOLLARS AND 00/100; THREE HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED AND TWO DOLLARS AND 00/100 (\$324,402.00) include all option years, upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|--|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| SUNBELT RENTALS, INC. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Irina Zakh, Customer Contract Manager | | |
| ADDRESS | | |
| 2341 Deerfield Drive, Fort Mills, SC 92715 | | |
| Email: contractteam@sunbeltrentals.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |
| <input type="checkbox"/> Exempt per: | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR PERFORMANCE EVALUATION

| | | | |
|--|--|--|--|
| CONTRACTOR'S COMPANY NAME: Sunbelt Rentals, Inc. | CONTRACT NUMBER: SA-079-22FTYR | AMENDMENT NUMBER: #2 | |
| OCFEC CONTRACT MANAGER'S NAME: Al Letua | TITLE: Traffic Supervisor | DEPARTMENT: Admission, Parking, Traffic | PHONE NUMBER: (714) 708-1699 |
| TYPE OF SERVICE: Portable light tower rental | | | |
| ORIGINAL CONTRACT TERM (Not including options) | START DATE: 07/01/2022 | END DATE: 06/30/2024 | ORIGINAL CONTRACT AMOUNT: \$126,244 (Includes \$25,000 per year for Year Round) |
| EXERCISE OPTION YEAR 1 TERM: 07/01/24 to 06/30/25 | EXERCISE OPTION YEAR 2 TERM: 07/01/25 to 06/30/26 | EXERCISE OPTION YEAR 3 TERM: 07/01/26 to 06/30/27 | EXERCISE OPTION YEAR 4 TERM: to |
| AMENDMENT AMOUNT: \$64,846 | AMENDMENT AMOUNT: \$66,040 | AMENDMENT AMOUNT: \$67,272 | AMENDMENT AMOUNT: |
| TOTAL CONTRACT AMOUNT, INCLUDING AMENDMENTS: \$257,130.00; \$324,402 with inclusion option years | | | |

| | | |
|--|----|-------------|
| Please provide a rating for the contractor's performance in each of the following areas. | | Points 1-10 |
| Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5= Meets Expectations 4-3= Marginal 2-1= Unsatisfactory | | |
| 1. Contractor's adherence to the terms of the contract. | 9 | |
| 2. Quality of Contractor's work. | 8 | |
| 3. Contractor and staff's knowledge of the contract requirements | 9 | |
| 4. Contractor's cooperation/communication with the OC Fair & Event Center | 9 | |
| 5. Contractor's adherence to specified contract timelines/deadlines | 9 | |
| 6. Contractor's ability to work within the contract amount | 9 | |
| 7. Effectiveness of Contractor's Project Manager | 9 | |
| 8. Accuracy of invoices | 8 | |
| Overall Rating – Total points out of 80 points possible | 70 | |

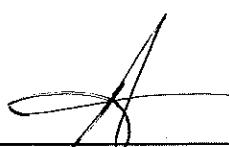
Overall rating of Contractor's performance (Please check one)

Outstanding Above Average Meets Expectations Marginal Unsatisfactory

**If overall rating is below 40 points, you must provide comments supporting your recommendation below.*

Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE:  PRINT NAME: Al Letua DATE: 10/16/2024

| |
|---|
| Tenant Liaison Committee Approval Date: |
| <input type="checkbox"/> Contract Extension Approved <input type="checkbox"/> Contract Extension Denied |
| Name: _____ Signature: _____ Date: _____ |

STANDARD AGREEMENT AMENDMENT **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** _____ **1** **Pages**

| | |
|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-084-22FT | # 2 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

AMERICAN FURNITURE RENTALS, INC.

2. The term of this

Agreement is **05/01/2022** through **04/30/2025****FED ID:** _____

3. The maximum amount of this **\$29,926.83 Amendment; \$113,062.91**

Agreement after this Amendment is: **\$144,252.99 Includes all option years (2022-\$26,654.80;
2023 \$27,708.81; 2024 -\$28,772.47; 2025 \$29,926.83; 2026-\$31,190.08)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-084-22FT, dated May 1, 2022, between the District and American Furniture Rentals, Inc. for the office furniture rentals for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is May 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. Amend the original contract to exercise the second option year at not to exceed TWENTY-NINE THOUSAND NINE HUNDRED TWENTY SIX DOLLARS AND 83/100 (\$29,926.83).
2. Add GenAI Technology Use & Reporting as mandated by the State. **See page 2.**

STATE AGREES:

1. To pay the Contractor a total amount not to exceed ONE HUNDRED THIRTEEN THOUSAND SIXTY-TWO DOLLARS AND 91/100 (\$113,062.91); ONE HUNDRED FORTY-FOUR THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS AND 99/100 (\$144,252.99) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| American Furniture Rentals, Inc. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Debra Dauer, National Sales Manager | | |
| ADDRESS | | |
| 720 Hylton Road, Pennsauken, NJ 08110 | | |
| Email: ddauer@rentfurniture.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | <input type="checkbox"/> Exempt per: |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR PERFORMANCE EVALUATION

| | | |
|---|--|--|
| CONTRACTOR'S COMPANY NAME: AMERICAN FURNITURE RENTALS, INC. | CONTRACT NUMBER: SA-084-22FT | AMENDMENT NUMBER: #2 |
| OCFEC CONTRACT MANAGER'S NAME: Jason Jacobson | TITLE: Director of Productions | DEPARTMENT: Productions |
| PHONE NUMBER: (714) 708-1549 | | |
| TYPE OF SERVICE: Office furniture rental | | |
| ORIGINAL CONTRACT TERM (Not including options) | START DATE: 5/01/2022 | END DATE: 04/30/2024 |
| ORIGINAL CONTRACT AMOUNT: \$54,363.61 | | |
| EXERCISE OPTION YEAR 1 TERM: <u>5/1/2024 to 4/30/2025</u> <input type="checkbox"/> | EXERCISE OPTION YEAR 2 TERM: <u>5/1/2025 to 4/30/2026</u> <input checked="" type="checkbox"/> | EXERCISE OPTION YEAR 3 TERM: <u>5/1/2026 to 4/30/2027</u> <input type="checkbox"/> |
| AMENDMENT AMOUNT: \$28,772.47 | AMENDMENT AMOUNT: \$29,926.83 | EXERCISE OPTION YEAR 4 TERM: <input type="checkbox"/> AMENDMENT AMOUNT: <input type="checkbox"/> |
| TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$113,062.91; \$144,252.99 including all option years | | |

| Please provide a rating for the contractor's performance, in each of the following areas. | | Points 1-10 |
|--|----|-------------|
| Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5= Meets Expectations 4-3= Marginal 2-1= Unsatisfactory | | |
| 1. Contractor's adherence to the terms of the contract. | 8 | |
| 2. Quality of Contractor's work. | 9 | |
| 3. Contractor and staff's knowledge of the contract requirements | 6 | |
| 4. Contractor's cooperation/communication with the OC Fair & Event Center | 9 | |
| 5. Contractor's adherence to specified contract timelines/deadlines | 9 | |
| 6. Contractor's ability to work within contract amount | 9 | |
| 7. Effectiveness of Contractor's Project Manager | 8 | |
| 8. Accuracy of invoices | 6 | |
| Overall Rating – Total points out of 80 points possible | 64 | |

Overall rating of Contractor's performance (Please check one)

Outstanding Above Average Meets Expectations Marginal Unsatisfactory

*If overall rating is below 40 points, you must provide comments supporting your recommendation below.

Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE:  PRINT NAME: Jason Jacobsen DATE: 10/18/24

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: _____ Signature: _____ Date: _____

STANDARD AGREEMENT AMENDMENTR  A  F _____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1 Pages

| | |
|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-086-22FT | #2 |
| REGISTRATION NUMBER | Page 1 of 2 |
| | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

SUNBELT RENTALS, INC.

2 The term of this

Agreement is **06/01/2022** through **05/31/2026**
 Option Years
 6/1/24-5/31/25
 6/1/25-5/31/26
 6/1/26-5/31/27

FED ID: 

3 The maximum amount of this **\$10,000 (2024 Fair); \$54,049 (2025 Fair) Amendment**

Agreement after this Amendment is: **\$216,926; \$272,597 (Includes all option years) (2022-\$49,459;
 2023 \$50,944; 2024- \$52,474 (plus \$10,000); 2025 \$54,049; 2026 \$55,671)**

4 The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-086-22FT, dated June 1, 2022, between the District and Sunbelt Rentals Inc., for generator rental at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is June 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. Amend the original to exercise the second option year at not to exceed FIFTY-FOUR THOUSAND FORTY-NINE DOLLARS AND 00/100 (\$54,049.00)
2. To add an additional \$10,000 for the 2024 Fair due to additional rentals.
3. To add AI language as GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay Contractor a total amount not to exceed TWO HUNDRED SIXTEEN THOUSAND NINE HUNDRED TWENTY-SIX DOLLARS AND 00/100 (\$216,926.00); TWO HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS ND 00/100 (\$272,597.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Sunbelt Rentals, Inc. | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Irina Zakh, Customer Contract Manager | | |
| ADDRESS 2341 Deerfield Drive, Fort Mills, SC 92715 Email: contractteam@sunbeltrental.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer | | <input type="checkbox"/> Exempt per: |
| ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR PERFORMANCE EVALUATION

| | | | |
|---|--|---|---|
| CONTRACTOR'S COMPANY NAME: SUNBELT RENTALS, INC. | | CONTRACT NUMBER: SA-086-22FT | AMENDMENT NUMBER: #2 |
| OCFEC CONTRACT MANAGER'S NAME: Jerry Eldridge | | TITLE: Project Manager | DEPARTMENT: Facilities |
| TYPE OF SERVICE: Generator rentals | | | |
| ORIGINAL CONTRACT TERM (Not including options) | START DATE: 06/01/2022 | END DATE: 05/31/2024 | ORIGINAL CONTRACT AMOUNT: \$100,403 |
| EXERCISE OPTION YEAR 1 TERM: 6/1/2024 to 5/31/2025 AMENDMENT AMOUNT: \$52,474 | EXERCISE OPTION YEAR 2 TERM: 6/1/2025 to 5/31/2026 <input checked="" type="checkbox"/> AMENDMENT AMOUNT: \$54,049 | EXERCISE OPTION YEAR 3 TERM: 6/1/2026 to 5/31/2027 <input type="checkbox"/> AMENDMENT AMOUNT: \$55,671 | EXERCISE OPTION YEAR 4 TERM: to <input type="checkbox"/> AMENDMENT AMOUNT: |
| TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$216,926; \$272,597 (Includes all option years) | | | |

| Please provide a rating for the contractor's performance, in each of the following areas. | | Points 1-10 |
|---|--|-------------|
| Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5= Meets Expectations 4-3= Marginal 2-1= Unsatisfactory | | |
| 1. Contractor's adherence to the terms of the contract. | | 9 |
| 2. Quality of Contractor's work. | | 7 |
| 3. Contractor and staff's knowledge of the contract requirements | | 7 |
| 4. Contractor's cooperation/communication with the OC Fair & Event Center | | 7 |
| 5. Contractor's adherence to specified contract timelines/deadlines | | 7 |
| 6. Contractor's ability to work within contract amount | | 5 |
| 7. Effectiveness of Contractor's Project Manager | | 5 |
| 8. Accuracy of invoices | | 5 |
| Overall Rating – Total points out of 80 points possible | | 52 |

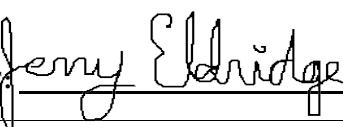
Overall rating of Contractor's performance (Please check one)

Outstanding Above Average Meets Expectations Marginal Unsatisfactory

**If overall rating is below 40 points, you must provide comments supporting your recommendation below.*

Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE:  PRINT NAME: Jerry Eldridge DATE: 10/18/2024

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: _____

Signature: _____

Date: _____

STANDARD AGREEMENT AMENDMENTR *OC* A *KK* F **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** 1 Pages

| | |
|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-087-22FT | #2 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

ROYAL RESTROOMS OF CALIFORNIA, INC.

2. The term of this

Agreement is **05/01/2022** through **04/30/2026**FED ID: **[REDACTED]**

3. The maximum amount of this **\$54,158.18 Amendment; \$192,854.95**

Agreement after this Amendment is: **\$250,784.38 Includes all option years (2022-\$42,844.42; 2023 \$45,460.93; 2024 -\$50,391.42; 2025 \$54,158.18; 2026-\$57,929.43)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-087-22FT, dated May 1, 2022, between the District and Royal Restrooms of California, Inc. for the shower trailer rentals for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is May 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to exercise the second option year at not to exceed FIFTY-FOUR THOUSAND ONE HUNDRED FIFTY-EIGHT DOLLARS AND 18/100 (\$54,158.18)
2. To add GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay the Contractor a total amount not to exceed ONE HUNDRED NINETY-TWO THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND 95/100 (\$192,854.95); TWO HUNDRED FIFTY THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS AND 38/100 (\$250,784.38) with the inclusion of option

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

| | | |
|--|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| Royal Restrooms of California, Inc. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Kristin Reynolds, President | | |
| ADDRESS | | |
| 1452 N. Vasco Rd #101, Livermore, CA 94551 | | |
| Email: california@royalrestroomsca.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | <input type="checkbox"/> Exempt per: |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR PERFORMANCE EVALUATION

| | | | |
|--|---|--|---|
| CONTRACTOR'S COMPANY NAME: ROYAL RESTROOMS OF CALIFORNIA, INC. | CONTRACT NUMBER: SA-087-22FT | AMENDMENT NUMBER: #2 | |
| OCFEC CONTRACT MANAGER'S NAME: Jerry Eldridge | TITLE: Project Manager | DEPARTMENT: Facilities | |
| TYPE OF SERVICE: Shower restroom trailer rental | | | |
| ORIGINAL CONTRACT TERM (Not including options) | START DATE: 05/01/2022 | END DATE: 04/30/2024 | ORIGINAL CONTRACT AMOUNT: \$88,308.35 |
| EXERCISE OPTION YEAR 1 TERM: 5/1/2024 to 4/30/2025 <input type="checkbox"/> | EXERCISE OPTION YEAR 2 TERM: 5/1/2025 to 4/30/2026 <input checked="" type="checkbox"/> | EXERCISE OPTION YEAR 3 TERM: 5/1/2026 to 4/30/2027 <input type="checkbox"/> | EXERCISE OPTION YEAR 4 TERM: to <input type="checkbox"/> |
| AMENDMENT AMOUNT: \$50,391 | AMENDMENT AMOUNT: \$54,158.18 | AMENDMENT AMOUNT: \$57,929.43 | AMENDMENT AMOUNT: |
| TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$192,854.95; \$250,784.38 (Includes all option years) | | | |

| Please provide a rating for the contractor's performance, in each of the following areas. | | Points 1-10 |
|---|--|-------------|
| Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5= Meets Expectations 4-3= Marginal 2-1= Unsatisfactory | | |
| 1. Contractor's adherence to the terms of the contract. | | 9 |
| 2. Quality of Contractor's work. | | 9 |
| 3. Contractor and staff's knowledge of the contract requirements | | 9 |
| 4. Contractor's cooperation/communication with the OC Fair & Event Center | | 9 |
| 5. Contractor's adherence to specified contract timelines/deadlines | | 9 |
| 6. Contractor's ability to work within contract amount | | 9 |
| 7. Effectiveness of Contractor's Project Manager | | 9 |
| 8. Accuracy of invoices | | 9 |
| Overall Rating – Total points out of 80 points possible | | 72 |

Overall rating of Contractor's performance (Please check one)

Outstanding Above Average Meets Expectations Marginal Unsatisfactory

*If overall rating is below 40 points, you must provide comments supporting your recommendation below.

Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE:  PRINT NAME: jerry eldridge DATE: 10/18/2024

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: _____ Signature: _____ Date: _____

STANDARD AGREEMENT AMENDMENTR  A  F **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** 1 Pages

| | |
|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-088-22FT | #2 |
| REGISTRATION NUMBER | Page 1 Of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

INNOVATIVE FEDERAL OPERATIONS GROUP

2. The term of this **FED ID: [REDACTED]**
- Agreement is **05/01/2022** through **04/30/2026**
3. The maximum amount of this **\$370,000.00 Amendment; \$1,360,638.00**
- Agreement after this Amendment is: **\$1,750,638 Includes all option years (2022-\$310,638; 2023 \$330,000; 2024 -\$350,000; 2025 \$370,000; 2026-\$390,000)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-088-22FT, dated May 1, 2022, between the District and Innovative Federal Operations Group for the restroom trailer rentals for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is May 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide restroom trailer rental for the OC Fair & Event Center by exercising the second option year at not to exceed THREE HUNDRED SEVENTY THOUSAND AND 00/100 (\$370,000.00)
2. To add GenAI Technology Use & Reporting as mandated by the State.

STATE AGREES:

1. To pay the Contractor a total amount not to exceed ONE MILLION THREE HUNDRED SIXTY THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS AND 00/100 (\$1,360,638.00); ONE MILLION SEVEN HUNDRED FIFTY THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS AND 00/100 (\$1,750,638.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| Innovative Federal Operations Group | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Anthony Durso, VP of Sales, | | |
| ADDRESS | | |
| 1959 Palomar Oaks Way, #160, Carlsbad, CA 92011 | | |
| Email: adurso@ifogusa.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |
| <input type="checkbox"/> Exempt per: | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

CONTRACTOR PERFORMANCE EVALUATION

| | | | |
|--|---|--|---|
| CONTRACTOR'S COMPANY NAME: Innovative Federal Operations Group | CONTRACT NUMBER: SA-088-22FT | AMENDMENT NUMBER: #2 | |
| OCFEC CONTRACT MANAGER'S NAME: Jerry Eldridge | TITLE: Project Manager | DEPARTMENT: Facilities | |
| TYPE OF SERVICE: Restroom trailer rental | | | |
| ORIGINAL CONTRACT TERM (Not including options) | START DATE: 05/01/2022 | END DATE: 04/30/2024 | |
| ORIGINAL CONTRACT AMOUNT: \$640,638.00 | | | |
| EXERCISE OPTION YEAR 1 TERM: 5/1/2024 to 4/30/2025 <input type="checkbox"/> | EXERCISE OPTION YEAR 2 TERM: 5/1/2025 to 4/30/2026 <input checked="" type="checkbox"/> | EXERCISE OPTION YEAR 3 TERM: 5/1/2026 to 4/30/2027 <input type="checkbox"/> | EXERCISE OPTION YEAR 4 TERM: to <input type="checkbox"/> |
| AMENDMENT AMOUNT: \$350,000 | AMENDMENT AMOUNT: \$370,000 | AMENDMENT AMOUNT: \$390,000 | AMENDMENT AMOUNT: |
| TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$1,360,638.00; \$1,750,638.00 (Includes all option years) | | | |

| Please provide a rating for the contractor's performance, in each of the following areas. | | Points 1-10 |
|---|--|-------------|
| Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5= Meets Expectations 4-3= Marginal 2-1= Unsatisfactory | | |
| 1. Contractor's adherence to the terms of the contract. | | 8 |
| 2. Quality of Contractor's work. | | 8 |
| 3. Contractor and staff's knowledge of the contract requirements | | 8 |
| 4. Contractor's cooperation/communication with the OC Fair & Event Center | | 8 |
| 5. Contractor's adherence to specified contract timelines/deadlines | | 8 |
| 6. Contractor's ability to work within contract amount | | 8 |
| 7. Effectiveness of Contractor's Project Manager | | 8 |
| 8. Accuracy of invoices | | 8 |
| Overall Rating – Total points out of 80 points possible | | 64 |

Overall rating of Contractor's performance (Please check one)

Outstanding Above Average Meets Expectations Marginal Unsatisfactory

**If overall rating is below 40 points, you must provide comments supporting your recommendation below.*

Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE:  PRINT NAME: jerry eldridge DATE: _____

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: _____ Signature: _____ Date: _____

STANDARD AGREEMENT AMENDMENT **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** _____ Pages

| | |
|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-096-22FT | #2 |
| REGISTRATION NUMBER | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

RK DIVERSIFIED ENTERTAINMENT, INC.

2. The term of this

Agreement is

05/01/2022

through

12/31/2025With three (3) one
(1) year options**FED ID:** [REDACTED]

3. The maximum amount of this

Amendment: \$321,830.00Agreement after this Amendment is: **\$873,091; \$1,522,098 with inclusion of option years**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-096-22FT, dated May 1, 2022, between the District and RK Diversified Entertainment, Inc. for the Pacific Amphitheatre video equipment for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is January 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. Amend the original contract to exercise the second option year at not to exceed THREE HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED THIRTY DOLLARS AND 00/100 (\$321,830.00)

STATE AGREES:

To pay Contractor a total amount not to exceed EIGHT HUNDRED SEVENTY-THREE THOUSAND NINETY DOLLARS AND 00/100 (\$873,090.00); ONE MILLION FIVE HUNDRED TWENTY-TWO THOUSAND NINETY-EIGHT DOLLARS AND 00/100 (\$1,522,098.00) with the inclusion option years upon satisfactory completion of work herein and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| RK DIVERSIFIED ENTERTAINMENT, INC. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Raymond L. Woodbury, President | | |
| ADDRESS | | |
| 112 North Harvard Avenue, PMB 244, Claremont, CA 91711 | | |
| (909) 579-0511 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | <input type="checkbox"/> Exempt per: |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |

STANDARD AGREEMENT AMENDMENTR _____ A *KK* F *mar* **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** 1 Pages

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|---------------------|--------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-129-22FT | #3 |
| REGISTRATION NUMBER | Page 1 of 2 |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

VELASEA, LLC

2. The term of this

Agreement is **07/01/2022** through **06/30/2025**FED ID: **[REDACTED]**

3. The maximum amount of this **\$0.00 Amendment**

Agreement after this Amendment is: **\$1,531,628.79 \$2,292,548.79 (Includes option years)**
2022- \$487,137.75; 2023-\$583,137.75; 2024 \$461,353.29;
2025-\$380,460; 2026- \$380,460 (Plus 10% Contingency)

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-129-22FT, dated July 1, 2022, between the District and Velasea, LLC, for the touchless weapon detection equipment rental for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is November 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to add GenAI Technology Use & Reporting as mandated by the State.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) VELASEA, LLC | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Doug Kari, Chief Legal Officer | | |
| ADDRESS 2 Astor, Irvine, CA 92618 Email: doug.kari@arbitech.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | <input type="checkbox"/> Exempt per: |
| PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer | | |
| ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | |

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

STANDARD AGREEMENT AMENDMENT

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

| | |
|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-091-24FT | #2 |
| REGISTRATION NUMBER | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

UTP PRODUCTIONS, INC.

2. The term of this

Agreement is

05/1/2024

through

**12/31/2025 with 3
one-year options****FED ID:**

3. The maximum amount of this

\$250,000.00 AmendmentAgreement after this Amendment is: **\$2,375,000 with option years (\$425,000.00 per year plus \$250,000.00)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-091-24FT, dated May 1, 2024, between the District and UTP Productions, Inc. for payroll administration services for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is October 1, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

To amend the original contract to provide payroll administration services for the OC Fair & Event Center to increase the NOT TO EXCEED amount by TWO HUNDRED AND FIFTY DOLLARS AND 00/100 (\$250,000.00) to cover payroll costs.

STATE AGREES:

1. To pay Contractor a total amount not to exceed TWO MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$2,375,000.00) with option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| UTP PRODUCTIONS, INC. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Lonnie Harkness, President | | |
| ADDRESS | | |
| P.O Box 3778, Salt Lake City, Utah, 84110 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | <input type="checkbox"/> Exempt per: |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |

STANDARD AGREEMENT AMENDMENT **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** _____ Pages

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|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-006-22FT | #4 |
| REGISTRATION NUMBER | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

EVENTCORP SERVICES, INC.

2. The term of this

Agreement is

01/01/2022

through

**12/31/2025; Three (3) one (1) year options
(1/1/24-12/31/24; 1/1/25-12/31/25;
1/1/26-12/31/26)**

FED ID: [REDACTED]

3. The maximum amount of this

**Amendment \$13,500 and 30% (\$8,100) for 2025 and 2026 Fairs
Original: Email: \$27,000; \$67,500 Inclusion option years (\$13,500/YR)**

Agreement after this Amendment is:

Kiosks: \$75,000; \$190,000 (Inclusion option years)

\$74,050; \$91,600 Inclusion option years**2022 - \$13,500; 2023-\$13,500; 2024-\$29,500; 2025-\$17,550; 2026-\$17,550**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-006-22FT, dated January 1, 2022, between the District and Eventcorp Services, Inc., for the guest survey for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is January 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to exercise the second option year at not to exceed \$13,500.
2. Add additional 30% (\$4,050) for 2025 Fair, and \$4,050 for 2026 Fair

STATE AGREES:

1. To pay the Contractor a total amount not to exceed SEVENTY FOUR THOUSAND AND FIFTY DOLLARS AND 00/100 (\$74,050.00); EIGHTY-NINETY ONE THOUSAND SIX HUNDRED DOLLARS AND 00/100 (\$91,600.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| Eventcorp Services, Inc. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Omar Mawjee, CEO | | |
| ADDRESS | | |
| 11720 NE 30th Place, Bellevue, WA 98005 | | |
| Email: omar@eventcorpservices.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | <input type="checkbox"/> Exempt per: |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |

STANDARD AGREEMENT AMENDMENT **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** _____ Pages

| | |
|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-004-22YR | #3 |
| REGISTRATION NUMBER | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

ROCKET LAUNCH MARKETING & PUBLIC RELATIONS

2. The term of this

Agreement is **01/01/2022** through **12/31/2025****FED ID:** [REDACTED]

3. The maximum amount of this **Amendment \$958,666 and \$1.8 Million Media Buy**

Agreement after this Amendment is: **\$3,848,264; \$4,806,930 (With option years)****2022-\$960,666; 2023- \$970,266; 2024- \$958,666; 2025- \$958,666;
2026- \$958,666**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-004-22YR, dated January 1, 2022, between the District and Rocket Launch Marketing & Public Relations, for the advertising and media buying services for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is January 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to exercise the second option year at the amount not to exceed \$958,666, and \$1.8 million in media buy.

STATE AGREES:

1. To pay the Contractor a total amount not to exceed THREE MILLION EIGHT HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED SIXTY FOUR DOLLARS AND 00/100 (\$3,848,264.00); FOUR MILLION EIGHT HUNDRED SIX THOUSAND NINE HUNDRED THIRTY DOLLARS AND 00/100 (\$4,806,930.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|------------------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (<i>If other than an individual, state whether a corporation, partnership, etc.</i>) ROCKET LAUNCH MARKETING & PUBLIC RELATIONS | | |
| BY (Authorized Signature) | DATE SIGNED (<i>Do not type</i>) | |
|  PRINTED NAME AND TITLE OF PERSON SIGNING Michael Wheeler, EVP/Managing Director | | |
| ADDRESS 190 Glassell Street, Unit 201, Orange, CA 92866 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (<i>Do not type</i>) | <input type="checkbox"/> Exempt per: |
|  PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer | | |
| ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | |

STANDARD AGREEMENT AMENDMENT

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED Pages _____

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| | |
|--|-------------------------------|
| AGREEMENT NUMBER SA-049-22FT | AMENDMENT NUMBER #3 |
| REGISTRATION NUMBER | |
| | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

SUNBELT RENTALS, INC.

- ## 2. The term of this

FED ID

Agreement is

06/01/2022

through

09/30/2025

1. 10/1/23-9/30/24
 2. 10/1/24-9/30/25
 3. 10/1/25-9/30/26

3. The maximum amount of this **\$179,382 Amendment**

Agreement after this Amendment is: **\$691,715 - \$875,231 inclusion of all option years**

(2022 \$166,577; 2023 \$170,745; 2024 \$175,011; 2025 \$179,382; 2026 \$183,516)

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-049-22FT, dated June 1, 2022, between the District and Sunbelt Rentals, Inc., for the heavy equipment rental at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is October 1, 2024.
 2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. Amend the original contract to exercise the second (2/3) option year at not to exceed ONE HUNDRED SEVENTY-NINE THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS AND 00/100 (\$179,382.00).

STATE AGREES:

1. To pay Contractor a total amount not to exceed SIX HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND 00/100 (\$691,715.00); EIGHT HUNDRED SEVENTY-FIVE THOUSAND TWO HUNDRED THIRTY-ONE DOLLARS AND 00/100 (\$875,231.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|--|---------------------------|--|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) SUNBELT RENTALS, INC. | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Irina Zakh, Customer Contractor Manager | | |
| ADDRESS 2341 Deerfield Drive, Fort Mills, SC 92715 Email: contractteam@sunbeltrentals.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer | | <input type="checkbox"/> Exempt per: |
| ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | |

CONTRACTOR PERFORMANCE EVALUATION

| | | |
|--|---------------------------------|---------------------------------------|
| CONTRACTOR'S COMPANY NAME: SUNBELT RENTALS, INC. | CONTRACT NUMBER: SA-049-22FT | AMENDMENT NUMBER: A #3 |
| OCFEC CONTRACT MANAGER'S NAME: Jerry Eldridge | TITLE: Director of Facility | DEPARTMENT: Facilities |
| TYPE OF SERVICE: Provide heavy equipment rental | | |
| ORIGINAL CONTRACT TERM (not including options) | START DATE: 06/01/2022 | END DATE: 09/30/2023 |
| ORIGINAL CONTRACT AMOUNT: \$337,322 | | |
| EXERCISE OPTION YEAR 1 | EXERCISE OPTION YEAR 2 | EXERCISE OPTION YEAR 3 |
| TERM: <u>10/1/2023 to 9/30/2024</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> X |
| AMENDMENT AMOUNT: \$175,011 | AMENDMENT AMOUNT: \$179,382 | AMENDMENT AMOUNT: \$183,516 |
| TOTAL CONTRACT AMOUNT, INCLUDING AMENDMENTS: \$691,715; \$875,231 inclusion option years | | |

| | | |
|--|--|-------------|
| Please provide a rating for the contractor's performance, in each of the following areas. | | Points 1-10 |
| Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5= Meets Expectations 4-3= Marginal 2-1= Unsatisfactory | | |
| 1. Contractor's adherence to the terms of the contract. | | 8 |
| 2. Quality of Contractor's work. | | 8 |
| 3. Contractor and staff's knowledge of the contract requirements | | 8 |
| 4. Contractor's cooperation/communication with the OC Fair & Event Center | | 8 |
| 5. Contractor's adherence to specified contract timelines/deadlines | | 8 |
| 6. Contractor's ability to work within contract amount | | 8 |
| 7. Effectiveness of Contractor's Project Manager | | 8 |
| 8. Accuracy of invoices | | 6 |
| Overall Rating – Total points out of 80 points possible | | 62 |

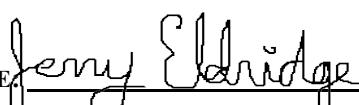
Overall rating of Contractor's performance (Please check one)

Outstanding Above Average X Meets Expectations Marginal Unsatisfactory

*If overall rating is below 40 points, you must provide comments supporting your recommendation below.

X Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE:  PRINT NAME: Jerry Eldridge DATE: 10-16/24

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: _____ Signature: _____ Date: _____

STANDARD AGREEMENT AMENDMENT **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** _____ Pages

| | |
|----------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-085-22FTYR | #4 |
| REGISTRATION NUMBER | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

ROBERT'S WASTE & RECYCLING

2. The term of this Agreement is **05/01/2022** through **04/30/2026** **FED ID:** [REDACTED]
3. The maximum amount of this **\$40,842 Amendment**
Agreement after this Amendment is: **\$185,980.88; \$240,613.20 (Includes option years)**
(2022-\$31,825; 2023-\$49,142.48; 2024-\$52,223.08; 2025-\$52,790.32; 2026 - \$54,632.32) (The amounts include \$4,000 for year-round events)

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-085-22FTYR, dated May 1, 2022, between the District and Robert's Waste & Recycling, for the portable toilets and sinks rentals for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is May 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to exercise second option year at not to exceed FIFTY-TWO THOUSAND SEVEN HUNDRED NINETY DOLLARS AND 32/100.

STATE AGREES:

1. To pay the Contractor a total amount not to exceed ONE HUNDRED EIGHTY-FIVE THOUSAND NINE HUNDRED EIGHTY DOLLARS AND 00/100 (\$185,980.88); TWO HUNDRED FORTY THOUSAND SIX HUNDRED THIRTEEN DOLLARS AND 20/100 (\$240,613.20) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| ROBERT'S WASTE & RECYCLING | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Dan Valdez, Office Manager | | |
| ADDRESS | | |
| PO Box 10610, Santa Ana, CA 92711 | | |
| Email: yellowbin@sbcglobal.net | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |
| <input type="checkbox"/> Exempt per: | | |

STANDARD AGREEMENT AMENDMENT **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** _____ Pages

| | |
|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-025-23YR | #2 |
| REGISTRATION NUMBER | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

SEACLIFF MECHANICAL SERVICES, LLC

2. The term of this

Agreement is

03/01/2023

through

02/28/2026(Option
Years)

1. 3/1/25-2/28/26
2. 3/1/26-2/28/27
3. 3/1/27-2/28/28

FED ID: [REDACTED]

3. The maximum amount of this **\$27,540.97 Amendment**

Agreement after this Amendment is: **\$80,239.77; \$137,825.17 inclusion of all option years**

(2023 -\$25,960; 2024-26,738.8, 2025- \$27,540.97; 2026 - \$28,367.20; 2027 - \$29,218.80)

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-025-23YR, dated March 1, 2023, between the District and Seaciff Mechanical Services, LLC, for the HVAC preventative maintenance services at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is March 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. Amend the original contract to exercise the first (1/3) option year at not to exceed TWENTY-SEVEN THOUSAND FIVE HUNDRED FORTY DOLLARS AND 97/100 (\$27,540.97).

STATE AGREES:

1. To pay Contractor a total amount not to exceed EIGHTY THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS AND 77/100 (\$80,239.77); ONE HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY FIVE DOLLARS AND 17/100 (\$137,825.17) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| SEACLIFF MECHANICAL, LLC | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Jason Webber, Owner | | |
| ADDRESS | | |
| 10661 Humbolt St., Los Angeles, CA 90720 | | |
| Email: jay@seaciffmechanical.com | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |
| <input type="checkbox"/> Exempt per: | | |

STANDARD AGREEMENT AMENDMENT

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

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|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-046-23YR | #2 |
| REGISTRATION NUMBER | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

ROLL OFF SOLUTIONS, INC.

2. The term of this

Agreement is **03/01/2023** through **02/28/2026**FED ID: **[REDACTED]**

3. The maximum amount of this

\$171,600.00 AmendmentAgreement after this Amendment is: **\$491,400; \$858,000 (Includes option years)****(2023-\$156,000; 2024-\$163,800; 2025-\$171,600; 2026-\$179,400; 2027 -\$187,200)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-046-23YR, dated March 1, 2023, between the District and Roll Off Solutions, Inc. for the waste disposal at The Range Community Center (Equestrian Center) for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is March 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to exercise the first option year at not to exceed ONE HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED DOLLARS AND 00/100 (\$171,600.00)

STATE AGREES:

1. To pay the Contractor a total amount not to exceed FOUR HUNDRED NINETY-ONE THOUSAND FOUR HUNDRED DOLLARS AND 00/100 (\$491,400.00); EIGHT HUNDRED FIFTY-EIGHT THOUSAND DOLLARS AND 00/100 (\$858,00.00) with the inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|--|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| ROLL OFF SOLUTIONS, INC. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Juan D Velazquez, CEO | | |
| ADDRESS | | |
| 3130 S. Griset Pl, Santa Ana, CA 92704 | | |
| STATE OF CALIFORNIA | | Exempt per: <input type="checkbox"/> |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |

STANDARD AGREEMENT AMENDMENT **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** _____ Pages

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|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-047-23YR | #2 |
| REGISTRATION NUMBER | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

Williams Scotsman, Inc.

The term of this

Agreement is

3/1/2023 through **02/28/2026****FED ID:** [REDACTED]

| | |
|--------------------|----------------|
| First option year | 3/1/25-2/28/26 |
| Second option year | 3/1/26-2/28/27 |
| Third option year | 3/1/27-2/28/28 |

3. The maximum amount of this **\$139,643.18 Amendment**

Agreement after this Amendment is: **\$398,904.58; \$699,376.92 (Includes all option years (2023 - \$126,615.09; 2024 - \$132,646.31; 2025 - \$139,643.18; 2026 - \$146,572.84; 2027 - \$153,899.50)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-047-23YR, dated March 1, 2023, between the District and Williams Scotsman, Inc. for the mobile office trailer rental for the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is March 1, 2025.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. Amend the original contract to exercise the first option year at not to exceed ONE HUNDRED THIRTY NIINE THOUSAND SIX HUNDRED FORTY-THREE DOLLARS AND 18/100 (\$139,643.18).

STATE AGREES:

1. To pay Contractor a total amount not to exceed THREE HUNDRED NINETY EIGHT THOUSAND NIINE HUNDRED FOUR DOLLARS AND 58/100 (\$398,904.58) ; SIX HUNDRED NINETY NINE THOUSAND THREE HUNDRED SEVENTY SIX DOLLARS AND 18/100 (\$699,376.18) include all option years, upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| WILLIAMS SCOTSMAN, INC. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Waleed Almanasrah, Legal Contract Specialist | | |
| ADDRESS | | |
| 23632 Alameda St., Carson, CA 90810 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Michele Richards, Chief Executive Officer | | |
| ADDRESS | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | |
| <input type="checkbox"/> Exempt per: | | |

CONTRACTOR PERFORMANCE EVALUATION

| | | | |
|--|---|---|---|
| CONTRACTOR'S COMPANY NAME: Williams Scotsman, Inc. | CONTRACT NUMBER: SA-047-23FT | AMENDMENT NUMBER: #2 | |
| OCFEC CONTRACT MANAGER'S NAME: Jason Jacobsen | TITLE: Project Manager | DEPARTMENT: Director of Technology | |
| PHONE NUMBER: (714) 708-1549 | | | |
| TYPE OF SERVICE: Mobile office trailer rental | | | |
| ORIGINAL CONTRACT TERM (Not including options) | START DATE: 3/1/2023 | END DATE: 2/28/2025 | |
| ORIGINAL CONTRACT AMOUNT: \$259,261.40 | | | |
| EXERCISE OPTION YEAR 1 TERM: 3/1/25 to 2/28/26 AMENDMENT AMOUNT: \$139,643.18 | EXERCISE OPTION YEAR 2 TERM: 3/1/26 to 2/28/27 AMENDMENT AMOUNT: \$146,572.84 | EXERCISE OPTION YEAR 3 TERM: 3/1/27 to 2/28/29 AMENDMENT AMOUNT: \$153,899.50 | EXERCISE OPTION YEAR 4 TERM: to AMENDMENT AMOUNT: |
| TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$398,904.58; \$699,376.92 (Includes all option years) | | | |

| Please provide a rating for the contractor's performance, in each of the following areas. | | Points 1-10 |
|--|----|-------------|
| Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5= Meets Expectations 4-3= Marginal 2-1= Unsatisfactory | | |
| 1. Contractor's adherence to the terms of the contract. | 9 | |
| 2. Quality of Contractor's work. | 9 | |
| 3. Contractor and staff's knowledge of the contract requirements | 7 | |
| 4. Contractor's cooperation/communication with the OC Fair & Event Center | 9 | |
| 5. Contractor's adherence to specified contract timelines/deadlines | 8 | |
| 6. Contractor's ability to work within contract amount | 8 | |
| 7. Effectiveness of Contractor's Project Manager | 9 | |
| 8. Accuracy of invoices | 8 | |
| Overall Rating – Total points out of 80 points possible | 67 | |

Overall rating of Contractor's performance (Please check one)

Outstanding Above Average Meets Expectations Marginal Unsatisfactory

**If overall rating is below 40 points, you must provide comments supporting your recommendation below.*

Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE:  PRINT NAME: Jason Jacobsen DATE: 10/18/24

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: _____ Signature: _____ Date: _____

STANDARD AGREEMENT AMENDMENT **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** _____ Pages

| | |
|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-084-23YR | #2 |
| REGISTRATION NUMBER | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

Williams Scotsman, Inc.

The term of this

Agreement is

4/1/2023 through **09/15/2025****FED ID:** XXXXXXXXXX

| | |
|--------------------|-----------------|
| First option year | 9/16/24-9/15/25 |
| Second option year | 9/16/25-9/15/26 |
| Third option year | 9/16/26-9/15/27 |

3. The maximum amount of this **\$154,359.92 Amendment**

Agreement after this Amendment is: **\$441,679.91; \$773,938.42 (Includes all option years (2023 - \$140,307.91; 2024 - \$147,012.08; 2025 - \$154,359.92; 2026 - \$162,077.93; 2027 - \$170,180.58)**

4. The parties mutually agree to this Amendment as follows. All actions noted below are by this reference, made a part of the Agreement and incorporated herein:

Standard Agreement #SA-084-23YR, dated April 1, 2023, between the District and Williams Scotsman, Inc. for the portable office and storage rental at the OC Fair & Event Center, is hereby amended as follows:

1. This Amendment's effective date is September 16, 2024.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. Amend the original contract to exercise the first option year at not to exceed ONE HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED FIFTY-NINE DOLLARS AND 92/100 (\$154,359.92).

STATE AGREES:

1. To pay Contractor a total amount not to exceed FOUR HUNDRED FORTY-ONE THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS AND 91/100 (\$441,679.91); SEVEN HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED THIRTY EIGHT DOLLARS AND 42/100 (\$773,938.42) include all option years, upon satisfactory completion of work herein required and upon receipt of proper invoices.

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

| | | |
|---|--|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) WILLIAMS SCOTSMAN, INC. | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type)  | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Priscilla Lara, Risk Management Coordinator | | |
| ADDRESS 23632 Alameda St., Carson, CA 90810 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type)  | <input type="checkbox"/> Exempt per: |
| PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer | | |
| ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | |

CONTRACTOR PERFORMANCE EVALUATION

| | | | |
|--|--|--|---|
| CONTRACTOR'S COMPANY NAME: Williams Scotsman, Inc. | CONTRACT NUMBER: SA-084-23YR | AMENDMENT NUMBER: #2 | |
| OCFEC CONTRACT MANAGER'S NAME: Jason Jacobson | TITLE: Project Manager | DEPARTMENT: Director of Technology | |
| PHONE NUMBER: (714) 708-1549 | | | |
| TYPE OF SERVICE: Portable office and storage | | | |
| ORIGINAL CONTRACT TERM (Not including options) | START DATE: 4/1/2023 | END DATE: 9/15/2024 | |
| ORIGINAL CONTRACT AMOUNT: \$287,319.99 | | | |
| EXERCISE OPTION YEAR 1 TERM: 3/1/24 to 9/16/25 AMENDMENT AMOUNT: \$154,359.92 | EXERCISE OPTION YEAR 2 TERM: 9/16/25 to 9/15/26 AMENDMENT AMOUNT: \$162,077.93 | EXERCISE OPTION YEAR 3 TERM: 9/16/26 to 9/15/27 AMENDMENT AMOUNT: \$170,180.58 | EXERCISE OPTION YEAR 4 TERM: to AMENDMENT AMOUNT: |
| TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$441,679.91; \$773,938.42 (Includes all option years) | | | |

| Please provide a rating for the contractor's performance, in each of the following areas. | | Points 1-10 |
|--|----|-------------|
| Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5= Meets Expectations 4-3= Marginal 2-1= Unsatisfactory | | |
| 1. Contractor's adherence to the terms of the contract. | 8 | |
| 2. Quality of Contractor's work. | 9 | |
| 3. Contractor and staff's knowledge of the contract requirements | 8 | |
| 4. Contractor's cooperation/communication with the OC Fair & Event Center | 9 | |
| 5. Contractor's adherence to specified contract timelines/deadlines | 9 | |
| 6. Contractor's ability to work within contract amount | 8 | |
| 7. Effectiveness of Contractor's Project Manager | 9 | |
| 8. Accuracy of invoices | 8 | |
| Overall Rating – Total points out of 80 points possible | 68 | |

Overall rating of Contractor's performance (Please check one)

Outstanding Above Average Meets Expectations Marginal Unsatisfactory

**If overall rating is below 40 points, you must provide comments supporting your recommendation below.*

Recommend to Extend Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE:  PRINT NAME: Jason Jacobsen DATE: 10/18/24

Tenant Liaison Committee Approval Date:

Contract Extension Approved

Contract Extension Denied

Name: _____

Signature: _____

Date: _____