

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

1 of 1

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-007-24	SOCA Fights	Fight Club OC	Competition/Tournament (COM)	The Hangar	12/04/24-12/05/24	\$20,513.25
R-134-24	Seasonal Adventures	Christmas Tree Lot	Other (OTH)	Parking Lot E	11/25/24-12/18/24	\$16,137.00
R-139-24	SoCal-Rides LLC	SoCal-Rides Camping	Camping (RAL)	Campground	10/08/24-10/15/24	\$2,249.00
R-140-24	Butler Amusements, Inc	Butler Amusements Camping	Camping (RAL)	Parking Lot G	11/14/24-01/06/25	\$59,229.00
R-141-24	Newport-Mesa Unified School District	NMUSD - Bus Rodeo	Training (TRA)	Parking Lot A (South)	11/11/24-11/11/24	\$2,312.00
R-144-24	SoCal-Rides LLC	SoCal-Rides Camping	Camping (RAL)	Campground	10/28/24-11/13/24	\$3,536.00
R-146-24	Seasonal Adventures	Seasonal Adventures Camping	Camping (RAL)	Campground	11/08/24-11/22/24	\$1,898.00
R-006-25	QUADM	QUADM	Consumer Show (CON)	Costa Mesa Building (#10)	04/19/25-04/19/25	\$15,151.00
R-018-25	Tex*us Guitar Shows, Inc.	SoCAL World Guitar Show	Consumer Show (CON)	The Hangar	01/24/25-01/27/25	\$20,316.00
R-028-25	HSE Holdings 6 LLC dba American Consumer Show	California Bridal & Wedding Expo	Consumer Show (CON)	Costa Mesa Building (#10)	02/28/25-03/01/25	\$16,346.25
R-030-25	Redo Market LLC dba Redo Market	Redo Market	Consumer Show (CON)	Anaheim Building (#16); Los Alamitos Building (#14); OC Promenade (Span)	02/14/25-02/15/25	\$41,204.50
R-042-25	Brick Convention LLC	Orange County Brick Convention - LEGO Fan Expo	Consumer Show (CON)	The Hangar	01/10/25-01/12/25	\$24,763.00

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-141-24 (Amend. #1)	Newport-Mesa Unified School District	NMUSD - Bus Rodeo <i>Amended: date change</i>	Training (TRA)	Parking Lot A (South)	11/01/24-11/01/24	\$2,312.00

THE RANCH MOVE OUT EXTENSION AGREEMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
Rayne Girvetz	Rayne Girvetz	The Ranch Move Out Extension	Horse Boarding & Care	The Ranch Community Center Boarding Facility	through 12/31/2024	\$8,646.40
Michael Hilterbrand	Michael Hilterbrand	The Ranch Move Out Extension	Horse Boarding & Care	The Ranch Community Center Boarding Facility	through 12/31/2024	\$7,015.73
Cheval Training Stables	Sarah Klifa	The Ranch Move Out Extension	Horse Boarding & Care	The Ranch Community Center Boarding Facility	through 12/31/2024	\$23,466.14
Sabo Eventing, LLC	Lisa and Brian Sabo	The Ranch Move Out Extension	Horse Boarding & Care	The Ranch Community Center Boarding Facility	through 12/31/2024	\$86,036.16
Gretchen Sheppard	Gretchen Sheppard	The Ranch Move Out Extension	Horse Boarding & Care	The Ranch Community Center Boarding Facility	through 12/31/2024	\$8,646.40

FORM F-31

AGREEMENT NO. **R-007-24**

REVIEWED _____

DATE **October 19, 2024**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

December 4 - 5, 2024

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

See Exhibit A

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

Fight Club OC

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

\$20,513.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

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

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

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

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

EXHIBIT A

Event Information				
Event Name:	Fight Club OC	Contract No:	R-007-24	
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155	
Event Date:	12/05/2024	Hours:	Happy Hour (Baja Blues):	5:30 PM - 6:30 PM
			Doors:	6:00 PM
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:00 PM - 10:00 PM
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,200	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	12/04/2024 06:00 AM - 11:59 PM	Move In	575.00
Thursday			
The Hangar	12/05/2024 05:30 PM - 10:00 PM	Event	2,750.00
Total:			3,325.00

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

Move out must be completed by 11:59 PM Thursday - December 5, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	12/05/2024	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00	EA	2.00	EA	2,000.00
Dumpster	Estimate 6	6.00	EA	20.00	EA	120.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
EVOLV - Weapon Detection System	12/05/2024	1.00	EA	800.00	EA/DAY	800.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift (Banners)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	11/29/2024 - 12/05/2024	1.00	WK	Included		Included
Portable Electronic Message Board	12/05/2024	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	12/05/2024	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift (Production)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 45	45.00	EA	1.00	EA	45.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
Total:						7,880.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	12/05/2024 05:30PM - 10:00PM	1.00	EA	33.00	HR	148.50
Grounds Attendant	12/05/2024 05:30PM - 10:00PM	2.00	EA	28.00	HR	252.00
Janitorial Attendant	12/05/2024 05:30PM - 10:00PM	3.00	EA	28.00	HR	378.00
Electrician	12/05/2024 05:30PM - 10:00PM	1.00	EA	70.00	HR	315.00

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	33.00	HR	165.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	28.00	HR	392.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00

Event Sales & Services

Event Coordinator	12/05/2024 05:30PM - 10:00PM	1.00	EA	54.50	HR	245.25
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Parking

Parking Attendant	Estimate 6 Hours	6.00	HR	28.00	HR	168.00
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Safety & Security

Security Attendant Lead	12/05/2024 06:15PM - 10:45PM	1.00	EA	33.00	HR	148.50
Security Attendant	12/05/2024 04:30PM - 09:00PM	2.00	EA	28.00	HR	252.00
Security Attendant	12/05/2024 06:15PM - 10:45PM	5.00	EA	28.00	HR	630.00

Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	54.50	HR	54.50
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Outside Services

Orange County Sheriff Services	Estimate Only	1.00	EA	4,200.00	EVT	4,200.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

Total: 8,808.25

Summary

Facility Rental Total	\$3,325.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$16,688.25
Refundable Deposit	\$500.00

Grand Total: \$20,513.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$10,256.75
Second Payment	11/27/2024	\$10,256.50

Total: \$20,513.25

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BOOKING PROTECTION

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

CHAIRS

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

COMPLIMENTARY PARKING PASSES

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

FUTURE TERMS

Future terms and agreements subject to change.

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-134-24**

REVIEWED _____

DATE **October 19, 2024**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

November 25 - December 18, 2024

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

See Exhibit A

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

Christmas Tree Lot

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

\$16,137.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

Seasonal Adventures
207 West Los Angeles Avenue #287
Moorpark, CA 93021

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

By: _____ Date: _____
Title: Rob Lambert, Owner

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

EXHIBIT A

Event Information			
Event Name:	Christmas Tree Lot	Contract No:	R-134-24
Contact Person:	Rob Lambert	Phone:	(503) 930-1900
Event Date:	11/29/2024 - 12/16/2024	Hours:	Daily: 11:00 AM - 9:00 PM

Admission Price:	Free	Projected Attendance:	500 Daily
Vehicle Parking Fee:	No Charge		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Portion of Parking Lot E	11/25/2024 - 11/28/2024	Move In	825.00
Portion of Parking Lot E	11/29/2024 - 11/30/2024	Event	1,100.00
Portion of Parking Lot E	12/01/2024 - 12/16/2024	Event	8,800.00
Portion of Parking Lot E	12/17/2024 - 12/18/2024	Move Out	Included
Total:			10,725.00

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

Move out must be completed by 11:59 PM Wednesday - December 18, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	Estimate 1	1.00	EA	70.00	EA	70.00
40 Yard Dumpster	Estimate 1	1.00	EA	234.00	EA	234.00
Cable Ramp	Estimate 13	13.00	EA	15.00	EA	195.00
Electrical Splitter Box	Estimate 4	4.00	EA	55.00	EA	220.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,100.00	EVT	1,100.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	11/19/2024 - 12/16/2024	4.00	WK	Included		Included
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Tonnage Weight (40 Yard Dumpster)	Estimate 2 Tons	2.00	TON	90.00	TON	180.00
Total:						2,224.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<u>Set Up / Clean Up</u>						
Grounds Attendant	TBD	TBD	HR	28.00	HR	TBD
Electrician	Estimate 8 Hours	8.00	HR	70.00	HR	560.00
Plumber	Estimate 2 Hours	2.00	HR	70.00	HR	140.00
<u>Event Sales & Services</u>						
Event Coordinator	Estimate 8 Hours	8.00	HR	54.50	HR	436.00
<u>Outside Services</u>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	4.00	HR	263.00	HR	1,052.00
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD
Total:						2,188.00

Summary		
Facility Rental Total		\$10,725.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$4,412.00
Refundable Deposit		\$1,000.00
Grand Total:		\$16,137.00

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

First Payment

Due Date

Upon Signing

Amount

\$16,137.00

Total: \$16,137.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

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

MARKING THE GROUNDS

Any marking of the grounds must be pre-approved. Only white spray chalk is allowed. Chalking the grounds is subject to additional cleaning fees.

EXHIBIT A

Event Information

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

PORT-A-POTTIES

Seasonal Adventures has agreed to provide and maintain port-a-potties throughout the event. OCFEC staff will not be responsible for maintenance of port-a-potties.

RECYCLING / SB 1383

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

RENTER AGREES

That damage occurring in Parking Lot E and/or of OCFEC property will be itemized and invoiced for payment by Seasonal Adventures.

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

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

DATE **October 2, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 8 - 15, 2024

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

See Exhibit A

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

SoCal-Rides Camping

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

\$2,249.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

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

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

By _____ Date: _____
Title: **Chris Guadagno, Chief Executive Officer**

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

EXHIBIT A

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

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

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

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

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

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

Summary

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

Grand Total: \$2,249.00

Payment Schedule

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

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

RESTROOMS

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

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

RENTAL AGREEMENT

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

WITNESSETH:

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

November 11, 2024

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

See Exhibit A

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

Transportation Staff Development Day - Rodeo

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

\$2,312.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

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

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

By _____ Date: _____
Title: Lance Bidnick, Administrative
Director II, M&O

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

EXHIBIT A

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

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

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

Move out must be completed by 11:59 PM Friday - November 1, 2024 to avoid additional charges.

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

Summary

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

Payment Schedule

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

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EXHIBIT A

Event Information

CANOPIES / TENTS

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

COVID GUIDELINES

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

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

RENTER AGREES

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

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

To limit speeds to 40 MPH.

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-144-24**
DATE **October 29, 2024**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 28 - November 13, 2024

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

See Exhibit A

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

SoCal-Rides Camping

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

\$3,536.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

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

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

By _____ Date: _____
Title: **Chris Guadagno, Chief Executive Officer**

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

EXHIBIT A

Event Information				
Event Name:	SoCal-Rides Camping #2	Contract No:	R-144-24	
Contact Person:	Chris Guadagno	Phone:	(714) 403-3728	
Event Date:	10/28/2024 - 11/13/2024	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	21	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
October				
Campground (Employee Bunkhouse/RV)	10/28/2024 - 10/31/2024 (4 Nights)	3.00 EA	45.00 EA/DAY	540.00
November				
Campground (Employee Bunkhouse/RV)	11/01/2024 - 11/05/2024 (4 Nights)	1.00 EA	45.00 EA/DAY	180.00
Campground (Employee Bunkhouse/RV)	11/01/2024 - 11/13/2024 (12 Nights)	2.00 EA	45.00 EA/DAY	1,080.00
Total:				1,800.00

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

Move out must be completed by 11:59 AM Wednesday - November 13, 2024 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
Dumpster	Estimate 17	17.00 EA	20.00 EA	340.00
Total:				550.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	Estimate 3	3.00 HR	70.00 HR	210.00
Event Day				
Grounds Attendant	10/28/2024 - 11/13/2024 Estimate 1 Hour Per Day	1.00 HR	28.00 HR	476.00
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
Clean Up				
Grounds Attendant	TBD	TBD HR	28.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
Electrician	TBD	TBD HR	70.00 HR	TBD
Total:				686.00

Summary

Facility Rental Total	\$1,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,236.00
Refundable Deposit	\$500.00

Grand Total: \$3,536.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$3,536.00
Total:		\$3,536.00

Please Remit Payment in *Check Only*

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

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

RESTROOMS

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

SOUND ORDINANCE

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

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-146-24**

REVIEWED _____

DATE **November 7, 2024**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

November 8 - 22, 2024

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

See Exhibit A

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

Seasonal Adventures - Pumpkin Patch

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

\$1,898.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

Seasonal Adventures
207 West Los Angeles Avenue #287
Moorpark, CA 93021

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

By: _____ Date: _____
Title: Rob Lambert, Owner

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

EXHIBIT A

Event Information				
Event Name:	Seasonal Adventures Camping	Contract No:	R-146-24	
Contact Person:	Tom Singer	Phone:	(281) 639-2288	
Event Date:	11/08/2024 - 11/22/2024	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	21	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
November				
Campground (Employee Bunkhouse/RV)	11/08/2024 - 11/22/2024 (14 Nights)	1.00 EA	45.00 EA/DAY	630.00
Campground (Trailer/Booth Storage)	11/08/2024 - 11/22/2024 (14 Nights)	1.00 EA	48.00 EA/DAY	672.00
Total:				1,302.00

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

Move out must be completed by 11:59 AM Friday - November 22, 2024 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
Total:				40.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up / Event Day / Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	28.00 HR	56.00
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
Electrician	TBD	TBD HR	70.00 HR	TBD
Total:				56.00

Summary

Facility Rental Total	\$1,302.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$96.00
Refundable Deposit	\$500.00

Grand Total: \$1,898.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,898.00
Total:		\$1,898.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

RESTROOMS

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-006-25**

REVIEWED _____

DATE **October 10, 2024**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

April 19, 2025

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

See Exhibit A

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

QUADM

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

\$15,151.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

QUADM
9900 Schramm Street
Irving, TX 75063

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

By: _____ Date: _____
Title: Shahzia Rahman, Founder

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

By: _____ Date: _____
Title: Lubna Saadeh, Founder

EXHIBIT A

Event Information			
Event Name:	QUADM	Contract No:	R-006-25
Contact Person:	Shahzia Rahman	Phone:	(949) 378-6828
Event Date:	04/19/2025	Hours:	11:00 AM - 7:00 PM
Admission Price:	\$5.00		
Vehicle Parking Fee:	\$12.00 General Parking (See Terms)	Projected Attendance:	2,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Costa Mesa Building (#10)	04/19/2025 07:00 AM - 11:00 AM	Move In	4,825.00
Costa Mesa Building (#10)	04/19/2025 11:00 AM - 07:00 PM	Event	No Charge
Total:			4,825.00

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

Move out must be completed by 11:59 PM Saturday - April 19, 2025 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
4-Channel Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 75	75.00	EA	2.50	EA	187.50
Dumpster	Estimate 5	5.00	EA	20.00	EA	100.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Hang Tag - 1 Day	TBD	TBD	EA	6.00	EA	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	04/13/2025 - 04/19/2025	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 10	10.00	EA	15.00	EA	150.00
Portable Electronic Message Board	04/19/2025	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	04/19/2025	1.00	EA	75.00	EA/DAY	75.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Total:						1,472.50

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Electrician	Estimate 1 Hour	1.00	HR	72.50	HR	72.50
Event Day						
Grounds Attendant Lead	04/19/2025 10:00AM - 08:00PM	1.00	EA	34.00	HR	340.00
Grounds Attendant	04/19/2025 10:00AM - 08:00PM	2.00	EA	29.00	HR	580.00
Janitorial Attendant	04/19/2025 10:00AM - 08:00PM	3.00	EA	29.00	HR	870.00
Electrician	TBD	TBD	EA	72.50	HR	TBD

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	34.00	HR	170.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00
Electrician	Estimate 1 Hour	1.00	HR	72.50	HR	72.50

Event Sales & Services

Event Coordinator	04/19/2025 10:00AM - 08:00PM	1.00	EA	56.00	HR	560.00
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00

Safety & Security

Security Attendant Lead	04/19/2025 10:00AM - 07:30PM	1.00	EA	34.00	HR	323.00
Security Attendant	04/19/2025 10:00AM - 07:30PM	6.00	EA	29.00	HR	1,653.00

Technology

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

Emergency Medical Services	04/19/2025 10:30AM - 07:30PM	2.00	EA	34.00	HR	612.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 7,353.50

Summary

Facility Rental Total	\$4,825.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,826.00
Refundable Deposit	\$1,500.00

Grand Total: \$15,151.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	Upon Signing	\$1,206.25
Second Payment	01/20/2025	\$6,972.50
Third Payment	03/19/2025	\$6,972.25
Total:		\$15,151.00

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.

****ALL PAYMENTS ARE NON-REFUNDABLE****

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING FEE

2025 Parking Fee is pending and subject to price increase.

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

\FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-018-25**

DATE **October 19, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 24 - 27, 2025

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

See Exhibit A

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

SoCAL World Guitar Show

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

\$20,316.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

Tex*us Guitar Shows, Inc.
P.O. Box 999
Sperry, OK 74073

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

By:_____Date:_____
Title: Larry Briggs, Promoter

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

EXHIBIT A

Event Information				
Event Name:	SoCAL World Guitar Show	Contract No:	R-018-25	
Contact Person:	Larry Briggs	Phone:	(918) 288-2222	
Event Date:	01/25/2025 - 01/26/2025	Hours:	Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM	

Admission Price:	\$20.00		
Vehicle Parking Fee:	\$12.00 General Parking (See Summary)	Projected Attendance:	800

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	01/24/2025 06:00 AM - 10:00 PM	Move In	2,012.50
Saturday			
The Hangar	01/25/2025 10:00 AM - 05:00 PM	Event	4,025.00
Sunday			
The Hangar	01/26/2025 10:00 AM - 04:00 PM	Event	4,025.00
Monday			
The Hangar	01/27/2025 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			10,062.50

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

Move out must be completed by 11:59 AM Monday - January 27, 2025 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 6	6.00 EA	20.00 EA	120.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	850.00 EVT	850.00
Marquee Board	01/20/2025 - 01/26/2025	1.00 WK	Included	Included
Portable Electronic Message Board	01/25/2025 - 01/26/2025	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	01/25/2025 - 01/26/2025	1.00 EA	75.00 EA/DAY	150.00
Stanchion	Estimate 8	8.00 EA	5.00 EA	40.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				1,685.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	29.00 HR	290.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	29.00 HR	174.00
Electrician	Estimate 1 Hour	1.00 HR	72.50 HR	72.50
Event Day				
Grounds Attendant Lead	01/25/2025 09:00AM - 06:00PM	1.00 EA	34.00 HR	306.00
Grounds Attendant	01/25/2025 09:00AM - 06:00PM	1.00 EA	29.00 HR	261.00
Janitorial Attendant	01/25/2025 09:00AM - 06:00PM	2.00 EA	29.00 HR	522.00
Grounds Attendant Lead	01/26/2025 09:00AM - 05:00PM	1.00 EA	34.00 HR	272.00
Grounds Attendant	01/26/2025 09:00AM - 05:00PM	1.00 EA	29.00 HR	232.00
Janitorial Attendant	01/26/2025 09:00AM - 05:00PM	2.00 EA	29.00 HR	464.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 3 Hours	3.00	HR	34.00	HR	102.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00
Electrician	Estimate 1 Hour	1.00	HR	72.50	HR	72.50

Event Sales & Services

Event Coordinator	01/25/2025 09:00AM - 06:00PM	1.00	EA	56.00	HR	504.00
Event Coordinator	01/26/2025 09:00AM - 05:00PM	1.00	EA	56.00	HR	448.00

Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00

Safety & Security

Security Attendant	01/25/2025 09:00AM - 05:30PM	3.00	EA	29.00	HR	739.50
Security Attendant	01/26/2025 09:00AM - 04:30PM	3.00	EA	29.00	HR	652.50

Technology

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

Emergency Medical Services	01/25/2025 09:30AM - 05:30PM	1.00	EA	34.00	HR	272.00
Emergency Medical Services	01/26/2025 09:30AM - 04:30PM	1.00	EA	34.00	HR	238.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Insurance

S.E.L.I. Insurance	01/25/2025 - 01/26/2025	1.00	EA	155.00	EA/DAY	310.00
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(Includes coverage for Move In/ Move Out period listed on Rental Agreement)

Total: 7,568.50

Summary

Facility Rental Total	\$10,062.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,253.50
Refundable Deposit	\$1,000.00

Grand Total: \$20,316.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$10,158.00
Second Payment	12/24/2024	\$10,158.00
Total:		\$20,316.00

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING FEE

2025 Parking Fee is pending and subject to price increase.

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-028-25**

DATE **October 15, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **HSE Holdings LLC dba American Consumer Show** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

February 28 - March 1, 2025

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

See Exhibit A

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

California Bridal & Wedding Expo

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

\$16,346.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

**HSE Holdings 6 LLC dba
American Consumer Show
6901 Jericho Turnpike, Suite 250
Syosset, NY 11719**

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

By: _____ Date: _____
**Title: Maria Palumbo, Director of New
Business Development & Show Manager**

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

EXHIBIT A

Event Information			
Event Name:	California Bridal & Wedding Expo	Contract No:	R-028-25
Contact Person:	Maria Palumbo	Phone:	(516) 422-8125
Event Date:	03/01/2025	Hours:	12:30 PM - 5:00 PM

Admission Price:	\$10.00		
Vehicle Parking Fee:	\$12.00 General Parking (See Terms)	Projected Attendance:	1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	02/28/2025 08:00 AM - 05:00 PM	Move In	2,412.50
Saturday			
Costa Mesa Building (#10)	03/01/2025 12:30 PM - 05:00 PM	Event	4,825.00
Total:			7,237.50

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

Move out must be completed by 11:59 PM Saturday - March 1, 2025 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00 EA	TBD
Bench (Metal)	TBD	TBD	EA	15.00 EA	TBD
Cable Ramp	TBD	TBD	EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50 EA	TBD
Dumpster	Estimate 11	11.00	EA	20.00 EA	220.00
Electrical Splitter Box	Estimate 5	5.00	EA	55.00 EA	275.00
Electrical Usage Rate	Estimate Only	1.00	EA	575.00 EVT	575.00
Forklift	Estimate 1 Hour	1.00	HR	75.00 HR	75.00
Man Lift	Estimate 5 Hours	5.00	HR	75.00 HR	375.00
Marquee Board	02/23/2025 - 03/01/2025	1.00	WK	Included	Included
Portable Electronic Message Board	03/01/2025	2.00	EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00 EA/DAY	TBD
Scissor Lift	TBD	TBD	HR	75.00 HR	TBD
Stage Right 24' x 8' Stage	TBD	TBD	EA	750.00 EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00 HR	225.00
Wireless Microphone	TBD	TBD	EA	50.00 EA	TBD
Total:					1,895.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	29.00	HR	116.00
Electrician	Estimate 4 Hours	4.00	HR	72.50	HR	290.00
Event Day						
Grounds Attendant Lead	03/01/2025 11:30AM - 06:00PM	1.00	EA	34.00	HR	221.00
Grounds Attendant	03/01/2025 11:30AM - 06:00PM	1.00	EA	29.00	HR	188.50
Janitorial Attendant	03/01/2025 11:30AM - 06:00PM	3.00	EA	29.00	HR	565.50
Electrician	03/01/2025 11:30AM - 06:00PM	1.00	EA	72.50	HR	471.25

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	34.00	HR	136.00
Grounds Attendant	Estimate 11 Hours	11.00	HR	29.00	HR	319.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	29.00	HR	116.00
Electrician	Estimate 4 Hours	4.00	HR	72.50	HR	290.00

Event Sales & Services

Event Coordinator	03/01/2025 11:30AM - 06:00PM	1.00	EA	56.00	HR	364.00
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00

Safety & Security

Security Attendant Lead	03/01/2025 11:30AM - 05:30PM	1.00	EA	34.00	HR	204.00
Security Attendant	03/01/2025 11:30AM - 05:30PM	4.00	EA	29.00	HR	696.00

Technology

Technology Attendant	TBD (Audio Configuration Fee)	TBD	EA	100.00	EVT	TBD
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Outside Services

Emergency Medical Services	03/01/2025 12:00PM - 05:30PM	2.00	EA	34.00	HR	374.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 5,713.75

Summary

Facility Rental Total	\$7,237.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,608.75
Refundable Deposit	\$1,500.00

Grand Total: \$16,346.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/27/2024	\$8,173.25
Second Payment	01/28/2025	\$8,173.00
Total:		\$16,346.25

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING FEE

2025 Parking Fee is pending and subject to price increase.

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, HSE Holdings 6 LLC dba American Consumer Show must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. HSE Holdings 6 LLC dba American Consumer Show. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, HSE Holdings 6 LLC dba American Consumer Show must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-030-25**

REVIEWED _____

DATE **October 17, 2024**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

February 14 - 15, 2025

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

See Exhibit A

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

Redo Market

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

\$41,204.50

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

Redo Market LLC dba Redo Market
32932 Pacific Coast Highway, #450
Dana Point, CA 92629

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

By: _____ Date: _____
Title: **Randy Hild, Founder**

By: _____ Date: _____
Title: **Michele Richards, Chief Executive Officer**

Event Information

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	<u>Estimate</u>
Friday				
Anaheim Building (#16)	02/14/2025 06:00 AM - 04:00 PM	Move In	Included	
Los Alamitos Building (#14)	02/14/2025 06:00 AM - 04:00 PM	Move In	Included	
OC Promenade (Span)	02/14/2025 06:00 AM - 04:00 PM	Move In	Included	
Anaheim Building (#16)	02/14/2025 04:00 PM - 09:00 PM	Event	2,725.00	
Los Alamitos Building (#14)	02/14/2025 04:00 PM - 09:00 PM	Event	3,425.00	
OC Promenade (Span)	02/14/2025 04:00 PM - 09:00 PM	Event	2,725.00	
Saturday				
Anaheim Building (#16)	02/15/2025 10:00 AM - 05:00 PM	Event	2,725.00	
Los Alamitos Building (#14)	02/15/2025 10:00 AM - 05:00 PM	Event	3,425.00	
OC Promenade (Span)	02/15/2025 10:00 AM - 05:00 PM	Event	2,725.00	

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

Move out must be completed by 11:59 PM Saturday - February 15, 2025 to avoid additional charges.

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
400 Amp Drop	TBD	TBD	EA	720.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 30	30.00	EA	20.00	EA	600.00
Electrical Splitter Box	Estimate 20	20.00	EA	55.00	EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,500.00	EVT	1,500.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Hang Tag - 2 Day	Estimate 150	150.00	EA	12.00	EA	1,800.00
Man Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Marquee Board	01/20/2025 - 02/15/2025	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	02/14/2025 - 02/15/2025	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00

Total: 7,605.00

Event Information

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	29.00	HR	290.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Electrician	Estimate 6 Hours	6.00	HR	72.50	HR	435.00
Event Day						
Grounds Attendant Lead	02/14/2025 03:00PM - 10:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	02/14/2025 03:00PM - 10:00PM	4.00	EA	29.00	HR	812.00
Janitorial Attendant	02/14/2025 03:00PM - 10:00PM	5.00	EA	29.00	HR	1,015.00
Electrician	TBD	TBD	EA	72.50	HR	TBD
Grounds Attendant Lead	02/15/2025 09:00AM - 06:00PM	1.00	EA	34.00	HR	306.00
Grounds Attendant	02/15/2025 09:00AM - 06:00PM	4.00	EA	29.00	HR	1,044.00
Janitorial Attendant	02/15/2025 09:00AM - 06:00PM	5.00	EA	29.00	HR	1,305.00
Electrician	TBD	TBD	EA	72.50	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 20 Hours	20.00	HR	29.00	HR	580.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	29.00	HR	348.00
Electrician	Estimate 6 Hours	6.00	HR	72.50	HR	435.00
<u>Event Sales & Services</u>						
Event Coordinator	02/14/2025 03:00PM - 10:00PM	1.00	EA	56.00	HR	392.00
Event Coordinator	02/15/2025 09:00AM - 06:00PM	1.00	EA	56.00	HR	504.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
<u>Safety & Security</u>						
Security Attendant Lead	02/14/2025 03:00PM - 09:30PM	1.00	EA	34.00	HR	221.00
Security Attendant	02/14/2025 03:00PM - 09:30PM	7.00	EA	29.00	HR	1,319.50
Security Attendant Lead	02/15/2025 09:00AM - 05:30PM	1.00	EA	34.00	HR	289.00
Security Attendant	02/15/2025 09:00AM - 05:30PM	7.00	EA	29.00	HR	1,725.50
<u>Technology</u>						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
<u>Outside Services</u>						
Emergency Medical Services	02/14/2025 03:30PM - 09:30PM	2.00	EA	34.00	HR	408.00
Emergency Medical Services	02/15/2025 09:30AM - 05:30PM	2.00	EA	34.00	HR	544.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						14,349.50

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$17,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$21,954.50
Refundable Deposit	\$1,500.00
Grand Total:	\$41,204.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$4,437.50
Second Payment	12/13/2024	\$18,383.50
Third Payment	01/14/2025	\$18,383.50
Total:		\$41,204.50

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING FEE

2025 Parking Fee is pending and subject to price increase.

EXHIBIT A

Event Information

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-042-25**

REVIEWED _____

DATE **October 17, 2024**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 10 - 12, 2025

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

See Exhibit A

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

Orange County Brick Convention - LEGO Fan Expo

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

\$24,763.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

Brick Convention LLC
8209 Market Street, Unit A #301
Wilmington, NC 28411

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

By: _____ Date: _____
Title: Greyson Riley, Managing Member

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

EXHIBIT A

Event Information			
Event Name:	Orange County Brick Convention - LEGO Fan Expo	Contract No:	R-042-25
Contact Person:	Greyson Riley	Phone:	(910) 998-3092
Event Date:	01/11/2025 - 01/12/2025	Hours:	Saturday & Sunday: 11:30 AM - 6:00 PM
Admission Price:	\$18.00		
Vehicle Parking Fee:	\$12.00 General Parking (See Terms)	Projected Attendance:	4,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	01/10/2025 07:00 AM - 08:00 PM	Move In	2,012.50
Saturday			
The Hangar	01/11/2025 11:30 AM - 06:00 PM	Event	4,025.00
Sunday			
The Hangar	01/12/2025 11:30 AM - 06:00 PM	Event	4,025.00
The Hangar	01/12/2025 06:00 PM - 11:59 PM	Move Out	No Charge
Total:			10,062.50

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

Move out must be completed by 11:59 PM Sunday - January 12, 2025 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 258	258.00	EA	2.50	EA	645.00
Dumpster	Estimate 15	15.00	EA	20.00	EA	300.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	750.00	EVT	750.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	01/06/2025 - 01/12/2025	1.00	WK	Included		Included
Portable Electronic Message Board	01/11/2025 - 01/12/2025	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Estimate 161	161.00	EA	5.00	EA	805.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Total:						3,325.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00
Electrician	Estimate 2 Hours	2.00	HR	72.50	HR	145.00
Event Day						
Grounds Attendant Lead	01/11/2025 10:30AM - 07:00PM	1.00	EA	34.00	HR	289.00
Grounds Attendant	01/11/2025 10:30AM - 07:00PM	2.00	EA	29.00	HR	493.00
Janitorial Attendant	01/11/2025 10:30AM - 07:00PM	3.00	EA	29.00	HR	739.50

EXHIBIT A

Event Information						
Grounds Attendant Lead	01/12/2025 10:30AM - 07:00PM	1.00	EA	34.00	HR	289.00
Grounds Attendant	01/12/2025 10:30AM - 07:00PM	2.00	EA	29.00	HR	493.00
Janitorial Attendant	01/12/2025 10:30AM - 07:00PM	3.00	EA	29.00	HR	739.50
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	34.00	HR	170.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	29.00	HR	290.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00
Electrician	Estimate 2 Hours	2.00	HR	72.50	HR	145.00
<u>Event Sales & Services</u>						
Event Coordinator	01/11/2025 10:30AM - 07:00PM	1.00	EA	56.00	HR	476.00
Event Coordinator	01/12/2025 10:30AM - 07:00PM	1.00	EA	56.00	HR	476.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
<u>Safety & Security</u>						
Security Attendant Lead	01/11/2025 10:30AM - 06:30PM	1.00	EA	34.00	HR	272.00
Security Attendant	01/11/2025 10:30AM - 06:30PM	4.00	EA	29.00	HR	928.00
Security Attendant Lead	01/12/2025 10:30AM - 06:30PM	1.00	EA	34.00	HR	272.00
Security Attendant	01/12/2025 10:30AM - 06:30PM	4.00	EA	29.00	HR	928.00
<u>Technology</u>						
Technology Attendant	TBD (Audio Configuration Fee)	TBD	EA	100.00	EVT	TBD
<u>Outside Services</u>						
Emergency Medical Services	01/11/2025 11:00AM - 06:30PM	2.00	EA	34.00	HR	510.00
Emergency Medical Services	01/12/2025 11:00AM - 06:30PM	2.00	EA	34.00	HR	510.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD
Total:						9,875.50

Summary

Facility Rental Total	\$10,062.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,200.50
Refundable Deposit	\$1,500.00
Grand Total:	\$24,763.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$12,381.50
Second Payment	12/10/2024	\$12,381.50
Total:		\$24,763.00

Please Remit Payment in *Check or Credit Card Only*

Any check payments received less than thirty (30) days prior to move-in must be a certified or cashier's check.

****ALL PAYMENTS ARE NON-REFUNDABLE****

EXHIBIT A

Event Information

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

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

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

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

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING FEE

2025 Parking Fee is pending and subject to price increase.

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-141-24 REVISED**

DATE **October 24, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

November 1, 2024

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

See Exhibit A

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

Transportation Staff Development Day - Rodeo

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

\$2,312.00

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

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

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

By _____ Date: _____
Title: Lance Bidnick, Administrative
Director II, M&O

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

EXHIBIT A

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

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

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

Move out must be completed by 11:59 PM Friday - November 1, 2024 to avoid additional charges.

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

Summary

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

Payment Schedule

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

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EXHIBIT A

Event Information

CANOPIES / TENTS

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

COVID GUIDELINES

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

DRONES

OCFEC prohibits the use of all remotely controlled devices such as aircraft, cars, etc.

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

RENTER AGREES

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

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

To limit speeds to 40 MPH.

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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



**AGREEMENT BETWEEN 32ND DISTRICT AGRICULTURAL ASSOCIATION
AND RAYNE GIRVETZ**

This agreement is between the 32nd District Agricultural Association (District) and Rayne Girvetz (Parties)

The Parties agree that:

1. Rayne Girvetz will vacate the property of The Ranch Community Center at the OC Fair & Event Center (Property) no later than 5pm on Tuesday, December 31, 2024.
2. Rayne Girvetz will remove all possessions from the Property no later than 5pm on Tuesday, December 31, 2024 including horse(s), tack, storage container(s), trailer(s), personal equipment e.g., tools, cleaning supplies, plants, lights, fans, stall gate(s), cameras, canopies/shade cloth, furniture, appliances, signs, horse toys, feed and/or feed equipment, exercise equipment, mirrors, vaulting equipment, extension cords, hoses, etc.
3. Upon signing of this agreement, District will provide Rayne Girvetz a full accounting of all fees owed to the District to-date, and that Rayne Girvetz will immediately pay all Board-approved fees owed to the District from the date of last payment to the date of the signing of this agreement. For the purposes of this agreement, the standard deposit fee is waived.
4. Rayne Girvetz will also pay Board-approved fees from the date of signing of this agreement through December 31, 2024 or through the date Rayne Girvetz vacates the Property. Should the move out date be prior to this date, a refund will be pro-rated.
5. Rayne Girvetz will turn over possession and ownership of any of its possessions left on the Property to the District after December 31, 2024, including horse(s), tack, storage container(s), trailer(s), personal equipment e.g., tools, cleaning supplies, plants, lights, fans, stall gate(s), cameras, canopies/shade cloth, furniture, appliances, signs, horse toys, feed and/or feed equipment, exercise equipment, mirrors, vaulting equipment, extension cords, hoses, etc.
6. Pursuant to Civil Code Sections 3080-3080.22, the District shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, the District has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during the District's possession, even though you may be refused access to or use of the horse(s), and that the District has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.



7. The District will assume full responsibility for the care and ownership of any horse(s) left behind by Rayne Girvetz including feeding, cleaning, and care.
8. If transferring a horse(s) to another user with a fully executed Rental Agreement, a Bill of Sale stating ownership of horse must be provided to District staff, along with all other documents required of any new applicant e.g., certificate of insurance, payment of any deposits, fees, etc. Horse(s) that are transferred will need to be moved to the designated private boarding area(s). Once the transfer is complete, Rayne Girvetz, along with any affiliated staff and or volunteers, is no longer permitted to enter the property to conduct any business-related activities. This includes, but is not limited to, training, lessons, classes, boarding, grooming, or any form of animal care, handling, or education on the premises. Access to the property is strictly prohibited following departure, and any violation of this condition may result in legal action.
9. Transfer of tack rooms and or District owned lockers will not be permitted.
10. Once the move-out process is complete, Rayne Girvetz, along with any affiliated staff and or volunteers, is no longer permitted to enter the property to conduct any business-related activities. This includes, but is not limited to, training, lessons, classes, boarding, grooming, or any form of animal care, handling, or education on the premises. Access to the property is strictly prohibited following departure, and any violation of this condition may result in legal action.
11. Rayne Girvetz affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC.

Rayne Girvetz

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

By: Rayne Girvetz Date: 10/31/2024 | 18:33:11 PDT
Title: **Rayne Girvetz**

By: Michele Richards Date: 11/01/2024 | 11:04:58 PDT
Title: **Michele Richards, Chief Executive Officer**





**AGREEMENT BETWEEN 32ND DISTRICT AGRICULTURAL ASSOCIATION
AND MICHAEL HILTERBRAND**

This agreement is between the 32nd District Agricultural Association (District) and Michael Hilterbrand (Parties)

The Parties agree that:

1. Michael Hilterbrand will vacate the property of The Ranch Community Center at the OC Fair & Event Center (Property) no later than 5pm on Tuesday, December 31, 2024.
2. Michael Hilterbrand will remove all possessions from the Property no later than 5pm on Tuesday, December 31, 2024 including horse(s), tack, storage container(s), trailer(s), personal equipment e.g., tools, cleaning supplies, plants, lights, fans, stall gate(s), cameras, canopies/shade cloth, furniture, appliances, signs, horse toys, feed and/or feed equipment, exercise equipment, mirrors, vaulting equipment, extension cords, hoses, etc.
3. Upon signing of this agreement, District will provide Michael Hilterbrand a full accounting of all fees owed to the District to-date, and that Michael Hilterbrand will immediately pay all Board-approved fees owed to the District from the date of last payment to the date of the signing of this agreement. For the purposes of this agreement, the standard deposit fee is waived.
4. Michael Hilterbrand will also pay Board-approved fees from the date of signing of this agreement through December 31, 2024 or through the date Michael Hilterbrand vacates the Property. Should the move out date be prior to this date, a refund will be pro-rated.
5. Michael Hilterbrand will turn over possession and ownership of any of its possessions left on the Property to the District after December 31, 2024, including horse(s), tack, storage container(s), trailer(s), personal equipment e.g., tools, cleaning supplies, plants, lights, fans, stall gate(s), cameras, canopies/shade cloth, furniture, appliances, signs, horse toys, feed and/or feed equipment, exercise equipment, mirrors, vaulting equipment, extension cords, hoses, etc.
6. Pursuant to Civil Code Sections 3080-3080.22, the District shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, the District has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during the District's possession, even though you may be refused access to or use of the horse(s), and that the District has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.



7. The District will assume full responsibility for the care and ownership of any horse(s) left behind by Michael Hilterbrand including feeding, cleaning, and care.
8. If transferring a horse(s) to another user with a fully executed Rental Agreement, a Bill of Sale stating ownership of horse must be provided to District staff, along with all other documents required of any new applicant e.g., certificate of insurance, payment of any deposits, fees, etc. Horse(s) that are transferred will need to be moved to the designated private boarding area(s). Once the transfer is complete, Michael Hilterbrand, along with any affiliated staff and or volunteers, is no longer permitted to enter the property to conduct any business-related activities. This includes, but is not limited to, training, lessons, classes, boarding, grooming, or any form of animal care, handling, or education on the premises. Access to the property is strictly prohibited following departure, and any violation of this condition may result in legal action.
9. Transfer of tack rooms and or District owned lockers will not be permitted.
10. Once the move-out process is complete, Michael Hilterbrand, along with any affiliated staff and or volunteers, is no longer permitted to enter the property to conduct any business-related activities. This includes, but is not limited to, training, lessons, classes, boarding, grooming, or any form of animal care, handling, or education on the premises. Access to the property is strictly prohibited following departure, and any violation of this condition may result in legal action.
11. Michael Hilterbrand affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC.

Michael Hilterbrand

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

By: <u>M. Hilterbrand</u>	Date: <u>10/31/2024 16:23:52 PDT</u>	By: <u>Michele Richards</u>	Date: <u>11/01/2024 16:55:24 PDT</u>
Title: Michael Hilterbrand		Title: Michele Richards, Chief Executive Officer	





**AGREEMENT BETWEEN 32ND DISTRICT AGRICULTURAL ASSOCIATION
AND CHEVAL TRAINING STABLES**

This agreement is between the 32nd District Agricultural Association (District) and Cheval Training Stables (Parties)

The Parties agree that:


1. Sarah Klifa will vacate the property of The Ranch Community Center at the OC Fair & Event Center (Property) no later than 5pm on Tuesday, December 31, 2024.
2. Sarah Klifa will remove all possessions from the Property no later than 5pm on Tuesday, December 31, 2024 including horse(s), tack, storage container(s), trailer(s), personal equipment e.g., tools, cleaning supplies, plants, lights, fans, stall gate(s), cameras, canopies/shade cloth, furniture, appliances, signs, horse toys, feed and/or feed equipment, exercise equipment, mirrors, vaulting equipment, extension cords, hoses, etc.
3. Upon signing of this agreement, District will provide Sarah Klifa a full accounting of all fees owed to the District to-date, and that Sarah Klifa will immediately pay all Board-approved fees owed to the District from the date of last payment to the date of the signing of this agreement. For the purposes of this agreement, the standard deposit fee is waived.
4. Sarah Klifa will also pay Board-approved fees from the date of signing of this agreement through December 31, 2024 or through the date Sarah Klifa vacates the Property. Should the move out date be prior to this date, a refund will be pro-rated.
5. Sarah Klifa will turn over possession and ownership of any of its possessions left on the Property to the District after December 31, 2024, including horse(s), tack, storage container(s), trailer(s), personal equipment e.g., tools, cleaning supplies, plants, lights, fans, stall gate(s), cameras, canopies/shade cloth, furniture, appliances, signs, horse toys, feed and/or feed equipment, exercise equipment, mirrors, vaulting equipment, extension cords, hoses, etc.
6. Pursuant to Civil Code Sections 3080-3080.22, the District shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, the District has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during the District's possession, even though you may be refused access to or use of the horse(s), and that the District has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.



7. The District will assume full responsibility for the care and ownership of any horse(s) left behind by Sarah Klifa including feeding, cleaning, and care.
8. If transferring a horse(s) to another user with a fully executed Rental Agreement, a Bill of Sale stating ownership of horse must be provided to District staff, along with all other documents required of any new applicant e.g., certificate of insurance, payment of any deposits, fees, etc. Horse(s) that are transferred will need to be moved to the designated private boarding area(s). Once the transfer is complete, Sarah Klifa, along with any affiliated staff and or volunteers, is no longer permitted to enter the property to conduct any business-related activities. This includes, but is not limited to, training, lessons, classes, boarding, grooming, or any form of animal care, handling, or education on the premises. Access to the property is strictly prohibited following departure, and any violation of this condition may result in legal action.
9. Transfer of tack rooms and or District owned lockers will not be permitted.
10. Once the move-out process is complete, Sarah Klifa, along with any affiliated staff and or volunteers, is no longer permitted to enter the property to conduct any business-related activities. This includes, but is not limited to, training, lessons, classes, boarding, grooming, or any form of animal care, handling, or education on the premises. Access to the property is strictly prohibited following departure, and any violation of this condition may result in legal action.
11. Sarah Klifa affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC.

Cheval Training Stables
Sarah Klifa


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

By: 

10/31/2024 | 13:23:55 PDT

Date: _____

Title: Sarah Klifa

By: 

10/31/2024 | 14:16:25 PDT

Date: _____

Title: Michele Richards, Chief Executive Officer





**AGREEMENT BETWEEN 32ND DISTRICT AGRICULTURAL ASSOCIATION
AND SABO EVENTING, LLC**

This agreement is between the 32nd District Agricultural Association (District) and Sabo Eventing, LLC (Parties)

The Parties agree that:

1. Lisa and Brian Sabo will vacate the property of The Ranch Community Center at the OC Fair & Event Center (Property) no later than 5pm on Tuesday, December 31, 2024.
2. Lisa and Brian Sabo will remove all possessions from the Property no later than 5pm on Tuesday, December 31, 2024 including horse(s), tack, storage container(s), trailer(s), personal equipment e.g., tools, cleaning supplies, plants, lights, fans, stall gate(s), cameras, canopies/shade cloth, furniture, appliances, signs, horse toys, feed and/or feed equipment, exercise equipment, mirrors, vaulting equipment, extension cords, hoses, etc.
3. Upon signing of this agreement, District will provide Lisa and Brian Sabo a full accounting of all fees owed to the District to-date, and that Lisa and Brian Sabo will immediately pay all Board-approved fees owed to the District from the date of last payment to the date of the signing of this agreement. For the purposes of this agreement, the standard deposit fee is waived.
4. Lisa and Brian Sabo will also pay Board-approved fees from the date of signing of this agreement through December 31, 2024 or through the date Lisa and Brian Sabo vacates the Property. Should the move out date be prior to this date, a refund will be pro-rated.
5. Lisa and Brian Sabo will turn over possession and ownership of any of its possessions left on the Property to the District after December 31, 2024, including horse(s), tack, storage container(s), trailer(s), personal equipment e.g., tools, cleaning supplies, plants, lights, fans, stall gate(s), cameras, canopies/shade cloth, furniture, appliances, signs, horse toys, feed and/or feed equipment, exercise equipment, mirrors, vaulting equipment, extension cords, hoses, etc.
6. Pursuant to Civil Code Sections 3080-3080.22, the District shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, the District has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during the District's possession, even though you may be refused access to or use of the horse(s), and that the District has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.



7. The District will assume full responsibility for the care and ownership of any horse(s) left behind by Lisa and Brian Sabo including feeding, cleaning, and care.
8. If transferring a horse(s) to another user with a fully executed Rental Agreement, a Bill of Sale stating ownership of horse must be provided to District staff, along with all other documents required of any new applicant e.g., certificate of insurance, payment of any deposits, fees, etc. Horse(s) that are transferred will need to be moved to the designated private boarding area(s). Once the transfer is complete, Lisa and Brian Sabo, along with any affiliated staff and or volunteers, is no longer permitted to enter the property to conduct any business-related activities. This includes, but is not limited to, training, lessons, classes, boarding, grooming, or any form of animal care, handling, or education on the premises. Access to the property is strictly prohibited following departure, and any violation of this condition may result in legal action.
9. Transfer of tack rooms and or District owned lockers will not be permitted.
10. Once the move-out process is complete, Lisa and Brian Sabo, along with any affiliated staff and or volunteers, is no longer permitted to enter the property to conduct any business-related activities. This includes, but is not limited to, training, lessons, classes, boarding, grooming, or any form of animal care, handling, or education on the premises. Access to the property is strictly prohibited following departure, and any violation of this condition may result in legal action.
11. Lisa and Brian Sabo affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter's property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC.

Sabo Eventing, LLC
Lisa and Brian Sabo

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

By:



Date: 10-31-24

By:



Date: 10-31-24

Title: Brian Sabo

Title: Michele Richards, Chief Executive Officer





**AGREEMENT BETWEEN 32ND DISTRICT AGRICULTURAL ASSOCIATION
AND GRETCHEN SHEPPARD**

This agreement is between the 32nd District Agricultural Association (District) and Gretchen Sheppard (Parties)

The Parties agree that:

1. Gretchen Sheppard will vacate the property of The Ranch Community Center at the OC Fair & Event Center (Property) no later than 5pm on Tuesday, December 31, 2024.
2. Gretchen Sheppard will remove all possessions from the Property no later than 5pm on Tuesday, December 31, 2024 including horse(s), tack, storage container(s), trailer(s), personal equipment e.g., tools, cleaning supplies, plants, lights, fans, stall gate(s), cameras, canopies/shade cloth, furniture, appliances, signs, horse toys, feed and/or feed equipment, exercise equipment, mirrors, vaulting equipment, extension cords, hoses, etc.
3. Upon signing of this agreement, District will provide Gretchen Sheppard a full accounting of all fees owed to the District to-date, and that Gretchen Sheppard will immediately pay all Board-approved fees owed to the District from the date of last payment to the date of the signing of this agreement. For the purposes of this agreement, the standard deposit fee is waived.
4. Gretchen Sheppard will also pay Board-approved fees from the date of signing of this agreement through December 31, 2024 or through the date Gretchen Sheppard vacates the Property. Should the move out date be prior to this date, a refund will be pro-rated.
5. Gretchen Sheppard will turn over possession and ownership of any of its possessions left on the Property to the District after December 31, 2024, including horse(s), tack, storage container(s), trailer(s), personal equipment e.g., tools, cleaning supplies, plants, lights, fans, stall gate(s), cameras, canopies/shade cloth, furniture, appliances, signs, horse toys, feed and/or feed equipment, exercise equipment, mirrors, vaulting equipment, extension cords, hoses, etc.
6. Pursuant to Civil Code Sections 3080-3080.22, the District shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, the District has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during the District's possession, even though you may be refused access to or use of the horse(s), and that the District has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.



- 7. The District will assume full responsibility for the care and ownership of any horse(s) left behind by Gretchen Sheppard including feeding, cleaning, and care.
- 8. If transferring a horse(s) to another user with a fully executed Rental Agreement, a Bill of Sale stating ownership of horse must be provided to District staff, along with all other documents required of any new applicant e.g., certificate of insurance, payment of any deposits, fees, etc. Horse(s) that are transferred will need to be moved to the designated private boarding area(s). Once the transfer is complete, Gretchen Sheppard, along with any affiliated staff and or volunteers, is no longer permitted to enter the property to conduct any business-related activities. This includes, but is not limited to, training, lessons, classes, boarding, grooming, or any form of animal care, handling, or education on the premises. Access to the property is strictly prohibited following departure, and any violation of this condition may result in legal action.
- 9. Transfer of tack rooms and or District owned lockers will not be permitted.
- 10. Once the move-out process is complete, Gretchen Sheppard, along with any affiliated staff and or volunteers, is no longer permitted to enter the property to conduct any business-related activities. This includes, but is not limited to, training, lessons, classes, boarding, grooming, or any form of animal care, handling, or education on the premises. Access to the property is strictly prohibited following departure, and any violation of this condition may result in legal action.
- 11. Gretchen Sheppard affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of OCFEC property or renter’s property, vandalism, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at OCFEC's discretion, in immediate expulsion from the OCFEC.

Gretchen Sheppard

[Redacted Signature]

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

By: [Signature] Date: 10/31/2024 | 13:32:23 PDT Title: **Gretchen Sheppard**

By: Michele Richards Date: 11/08/2024 | 08:46:14 PST Title: **Michele Richards, Chief Executive Officer**