

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

1 of 2

**NEW**

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>EVENT</b>	<b>DESCRIPTION</b>	<b>FACILITIES</b>	<b>CONTRACT DATES</b>	<b>CONTRACT AMOUNT</b>
R-140-24	Butler Amusements, Inc	Butler Amusements Camping	Camping (RAL)	Parking Lot G	11/14/24-01/06/25	\$57,740.00
R-143-24	Next Level HVAC Energy Management Systems	NXL Holiday Party 2024	Party (PAR)	Millennium Barn	12/20/24-12/21/24	\$5,347.00
R-145-24	Backyard BBQ Village Inc	Backyard BBQ Camping	Camping (RAL)	Campground	12/02/24-01/06/25	\$3,407.00
R-147-24	The Chili Pepper	Hill House Camping	Camping (RAL)	Parking Lot G	11/11/24-12/11/24	\$1,740.00
R-148-24	The Chili Pepper	Hill House Camping	Camping (RAL)	Parking Lot G	12/11/24-01/06/25	\$1,490.00
R-149-24	West Coast Weenies INC	West Coast Weenies Camping	Camping (RAL)	Campground	11/17/24-01/07/25	\$4,375.00
R-150-24	Avid Bioservices	Avid's Holiday Party	Party (PAR)	Huntington Beach Building (#12)	12/06/24-12/06/24	\$14,032.00
R-005-25	In-N-Out Burgers	In-N-Out Burger	Fundraiser (FUNR)	Anaheim Building (#16); Costa Mesa Building (#10); Huntington Beach Building (#12); Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Parking Lot J (FFZ); Santa Ana Pavilion (Parade of Products); The Hangar	01/17/25-01/19/25	\$49,716.50
R-021-25	Imaplas Magazine	Impalas Magazine Car Expo	Festival (FST)	Anaheim Building (#16); Costa Mesa Building (#10); Huntington Beach Building (#12); Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Parking Lot I; Santa Ana Pavilion (Parade of Products); The Hangar	03/28/25-03/31/25	\$122,275.00
R-031-25	Orange County Department of Education	OC Pathways Showcase	Education (EDUCA)	Courtyard; Huntington Beach Building (#12)	02/26/25-02/28/25	\$21,386.00
R-048-25	FloSports	FloSports	Competition/Tournament (COM)	The Hangar	02/05/25-02/08/25	\$21,325.00
R-049-25	Allstar Events Inc.	Huntington Beach HS Winter Formal	Prom/Formal (PRH)	The Hangar	02/01/25-02/02/25	\$15,404.50
R-050-25	IBJJF dba International BJJ Inc.	IBJJF Orange County Open	Competition/Tournament (COM)	Costa Mesa Building (#10)	01/31/25-02/03/25	\$33,996.00

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

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-140-24 (Amend. #1)	Butler Amusements, Inc	Butler Amusements Camping <i>Amendment: Adding additional rig</i>	Camping (RAL)	Parking Lot G	11/14/24-01/06/25	\$59,360.00
R-149-24 (Amend. #1)	West Coast Weenies INC	West Coast Weenies Camping <i>Amendment: Overpayment</i>	Camping (RAL)	Campground	11/17/24-01/07/25	\$4,330.00
R-042-25 (Amend. #1)	Brick Convention LLC	Orange County Brick Convention - LEGO Fan Expo <i>Amendment:</i> <i>Changing buildings</i>	Consumer Show (CON)	Costa Mesa Building (#10)	01/10/25-01/12/25	\$26,763.00

FORM F-31

AGREEMENT NO. **R-140-24**

REVIEWED \_\_\_\_\_

DATE

**November 19, 2024**

FAIRTIME

INTERIM

**XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

**November 14, 2024 - January 6, 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:

### **Butler Amusements Camping**

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

**\$57,740.00**

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" "D" "E" "F" "S" 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.

**Butler Amusements, Inc**  
**P.O. Box 2210**  
**Fairfield, CA 94533**

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Lance Moyer, CEO**

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

# EXHIBIT A

Event Information			
Event Name:	Butler Amusements Camping	Contract No:	R-140-24
Contact Person:	Drew Budimir	Phone:	(790) 793-6080
Event Date:	11/14/2024 - 01/06/2025	Hours:	12:00 AM - 11:59 PM Daily
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	75

Facility Rental Fees							
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>	
<b>November</b>							
Parking Lot G (Employee Bunkhouse/RV)	11/14/2024 - 11/30/2024 (17 Nights)	24.00	EA	45.00	EA/DAY	18,360.00	
<b>December</b>							
Parking Lot G (Employee Bunkhouse/RV)	12/01/2024 - 12/31/2024 (31 Nights)	24.00	EA	45.00	EA/DAY	33,480.00	
<b>January</b>							
Parking Lot G (Employee Bunkhouse/RV)	01/01/2025 - 01/06/2025 (5 Nights)	24.00	EA	45.00	EA/DAY	5,400.00	
<b>Total:</b>						<b>57,240.00</b>	

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

Move out must be completed by 11:59 AM Monday - January 6, 2025 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>
<i>*Butler Amusements, Inc. will be provide their own electrical, trash services and portable restrooms. No services needed at this time.</i>				
			<b>Total:</b>	<b>0.00</b>
<b>Summary</b>				
Facility Rental Total				\$57,240.00
Refundable Deposit				\$500.00
			<b>Grand Total:</b>	<b>\$57,740.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$57,740.00
<b>Total:</b>		<b>\$57,740.00</b>

Please Remit Payment in \*Check Only\*

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

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

## ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

## CANNABIS EVENTS

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

# EXHIBIT A

## Event Information

### **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 Butler employees during rental period in the OCFEC parking lot. 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 Butler 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, Butler Amusements, Inc must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-143-24**  
DATE **November 7, 2024**  
FAIRTIME  
INTERIM **XX**

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

### RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Next Level HVAC Energy Management Systems** 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 20 - 21, 2024**

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

#### See Exhibit A

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

#### NXL Holiday Party 2024

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

**\$5,347.00**

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" "D" "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.

**Next Level HVAC  
Energy Management Systems  
9834 Norwalk Boulevard  
Santa Fe Springs, CA 90670**

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Joy Kim, Administrative Manager**

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



# EXHIBIT A

Event Information			
Event Name:	NXL Holiday Party 2024	Contract No:	R-143-24
Contact Person:	Joy Kim	Phone:	(213) 434-1039
Event Date:	12/20/2024	Hours:	11:00 AM - 7:00 PM

Admission Price:	TBD	Projected Attendance:	120
Vehicle Parking Fee:	Private Event (No Parking Fee)		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Millennium Barn	12/20/2024 07:00 AM - 11:00 AM	Move In	Included
Millennium Barn	12/20/2024 11:00 AM - 07:00 PM	Event	1,300.00
<b>Saturday</b>			
Millennium Barn	12/21/2024 06:00 AM - 09:00 AM	Move Out	No Charge
<b>Total:</b>			<b>1,300.00</b>

Hosting of this event in the above specified space, Millennium Barn, 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 9:00 AM Saturday - December 21, 2024 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00	EA	20.00 EA	40.00
Electrical Splitter Box	TBD	TBD	EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00 EVT	250.00
Forklift	TBD	TBD	HR	75.00 HR	TBD
Straw Bale*	TBD	TBD	EA	12.00 EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
<b>Total:</b>					<b>440.00</b>

\*Based on availability

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	TBD	TBD	HR	70.00	HR	TBD
Event Day						
Grounds Attendant Lead	12/20/2024 10:00AM - 08:00PM	1.00	EA	33.00	HR	330.00
Grounds Attendant	12/20/2024 10:00AM - 08:00PM	1.00	EA	28.00	HR	280.00
Janitorial Attendant	12/20/2024 10:00AM - 08:00PM	2.00	EA	28.00	HR	560.00
Clean Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	TBD	TBD	HR	70.00	HR	TBD
<u>Event Sales &amp; Services</u>						
Event Coordinator	12/20/2024 10:00AM - 08:00PM	1.00	EA	54.50	HR	545.00
<u>Safety &amp; Security</u>						
Security Attendant	12/20/2024 10:00AM - 07:30PM	2.00	EA	28.00	HR	532.00
					Total:	2,807.00

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$1,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,247.00
Refundable Deposit	\$800.00
<b>Grand Total:</b>	<b>\$5,347.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$2,673.50
Second Payment	11/20/2024	\$2,673.50
<b>Total:</b>		<b>\$5,347.00</b>

Please Remit Payment in \*Check Only\*

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. See OCFEC Signage Guide.

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### COVID GUIDELINES

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

# 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, Next Level HVAC Energy Management Systems must comply with request.**

### STATE FIRE MARSHAL

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-145-24**

DATE **December 3, 2024**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**December 2, 2024 - January 6, 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:

#### **Backyard BBQ Camping**

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

**\$3,407.00**

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" "S" 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.

**Backyard BBQ Village Inc**  
**12127 Mall Boulevard, Suite 463**  
**Victorville, CA 92392**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Jose De La Cruz, Owner**

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

# EXHIBIT A

Event Information				
Event Name:	Backyard BBQ Camping	Contract No:	R-145-24	
Contact Person:	Paulo Mendoza	Phone:	(702) 337-8478	
Event Date:	12/02/2024 - 01/06/2025	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	10	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>December</b>				
Campground (Employee Bunkhouse/RV)	12/02/2024 - 12/31/2024 (30 Nights )	1.00 EA	45.00 EA/DAY	1,350.00
<b>January</b>				
Campground (Employee Bunkhouse/RV)	01/01/2025 - 01/06/2025 (5 Nights)	1.00 EA	45.00 EA/DAY	225.00
<b>Total:</b>				<b>1,575.00</b>

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

Move out must be completed by 11:59 AM Monday - January 6, 2025 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Dumpster	Estimate 12	12.00 EA	20.00 EA	240.00
<b>Total:</b>				<b>310.00</b>

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up / Event Day / Clean Up</b>				
Grounds Attendant	Estimate 16 Hours	16.00 HR	28.00 HR	448.00
Janitorial Attendant	12/02/2024 - 01/06/2025 Estimate 3 Hours Per Week	18.00 HR	28.00 HR	504.00
Electrician	Estimate 1 Hour	1.00 HR	70.00 HR	70.00
<b>Total:</b>				<b>1,022.00</b>

<b>Summary</b>				
Facility Rental Total				\$1,575.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$1,332.00
Refundable Deposit				\$500.00

**Grand Total: \$3,407.00**

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$3,407.00
<b>Total:</b>		<b>\$3,407.00</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **COVID GUIDELINES**

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

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

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

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

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

### **RECYCLING / SB 1383**

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

### **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, Backyard BBQ Village Inc must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. Backyard BBQ Village Inc must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Backyard BBQ Village Inc must execute changes within

FORM F-31

AGREEMENT NO. **R-147-24**

REVIEWED \_\_\_\_\_

DATE **November 10, 2024**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Hill House Ent** 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 - December 11, 2024**

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

#### **See Exhibit A**

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

#### **Hill House Ent Camping**

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

**\$1,740.00**

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" "S" 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.

**Hill House Ent**  
**9015 W Union Hill Drive, Ste 107-389**  
**Peoria, AZ 85382**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Ian Hill, Owner**

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

# EXHIBIT A

Event Information				
Event Name:	Hill House Ent Camping	Contract No:	R-147-24	
Contact Person:	Ian Hill	Phone:	(623) 340-2982	
Event Date:	11/11/2024 - 12/11/2024	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	1	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>November</b>				
Parking Lot G (Employee Bunkhouse/RV)	11/11/2024 - 11/30/2024 (20 Nights)	1.00 EA	45.00 EA/DAY	900.00
<b>December</b>				
Parking Lot G (Employee Bunkhouse/RV)	12/01/2024 - 12/11/2024 (10 Nights)	1.00 EA	45.00 EA/DAY	450.00
<b>Total:</b>				<b>1,350.00</b>

Hosting of this event in the above specified space, Parking Lot G, 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.

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
Dumpster	TBD	TBD EA	20.00 EA	TBD
<b>Total:</b>				<b>70.00</b>

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up / Event Day / Clean Up</b>				
Grounds Attendant	TBD	TBD HR	28.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
Electrician	Estimate 1 Hour	1.00 HR	70.00 HR	70.00
<b>Total:</b>				<b>70.00</b>

<b>Summary</b>				
Facility Rental Total				\$1,350.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$140.00
Refundable Deposit				\$250.00

**Grand Total: \$1,740.00**

Payment Schedule				
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>		
First Payment	Upon Signing	\$1,740.00		
<b>Total:</b>		<b>\$1,740.00</b>		

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **COVID GUIDELINES**

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

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

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

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

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

### **RECYCLING / SB 1383**

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

### **RESTROOMS**

Renter agrees to provide their own restrooms for use by Hill House Ent 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, Hill House Ent must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-148-24**

REVIEWED \_\_\_\_\_

DATE **November 15, 2024**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**December 11, 2024 - January 6, 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:

#### **Hill House Ent Camping #2**

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

**\$1,490.00**

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" "S" 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.

**Hill House Ent**  
**9015 W Union Hill Drive, Ste 107-389**  
**Peoria, AZ 85382**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Ian Hill, Owner**

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

# EXHIBIT A

Event Information				
Event Name:	Hill House Ent Camping #2	Contract No:	R-148-24	
Contact Person:	Ian Hill	Phone:	(623) 340-2982	
Event Date:	12/11/2024 - 01/06/2025	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	1	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>December</b>				
Parking Lot G (Employee Bunkhouse/RV)	12/11/2024 - 12/31/2024 (21 Nights)	1.00 EA	45.00 EA/DAY	945.00
<b>January</b>				
Parking Lot G (Employee Bunkhouse/RV)	01/01/2025 - 01/06/2025 (5 Nights)	1.00 EA	45.00 EA/DAY	225.00
<b>Total:</b>				<b>1,170.00</b>

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

Move out must be completed by 11:59 AM Monday - January 6, 2025 to avoid additional charges.

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

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up / Event Day / Clean Up</b>				
Grounds Attendant	TBD	TBD HR	28.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	28.00 HR	TBD
Electrician	Estimate 1 Hour	1.00 HR	70.00 HR	70.00
<b>Total:</b>				<b>70.00</b>

<b>Summary</b>			
Facility Rental Total			\$1,170.00
Estimated Equipment, Reimbursable Personnel and Services Total			\$70.00
Refundable Deposit			\$250.00

**Grand Total: \$1,490.00**

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,490.00
<b>Total:</b>		<b>\$1,490.00</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **COVID GUIDELINES**

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

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

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

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

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

### **RECYCLING / SB 1383**

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

### **RESTROOMS**

Renter agrees to provide their own restrooms for use by Hill House Ent 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, Hill House Ent must comply with request.**

### **STATE FIRE MARSHAL**

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

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AGREEMENT NO. **R-149-24**

REVIEWED \_\_\_\_\_

DATE **November 15, 2024**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

**November 17, 2024 - January 7, 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:

#### **West Coast Weenies Camping**

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

**\$4,375.00**

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" "S" 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.

**West Coast Weenies INC**  
**31342 Trigo Trail**  
**Trabuco Canyon, CA 92679**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Nathan Marcus, CEO**

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

# EXHIBIT A

Event Information				
Event Name:	West Coast Weenies Camping	Contract No:	R-149-24	
Contact Person:	Nathan Marcus	Phone:	(714) 925-4701	
Event Date:	11/17/2024 - 01/07/2025	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	8	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>November</b>				
Campground (Employee Bunkhouse/RV)	11/17/2024 - 11/30/2024 (14 Nights)	1.00 EA	45.00 EA/DAY	630.00
<b>December</b>				
Campground (Employee Bunkhouse/RV)	12/01/2024 - 12/31/2024 (31 Nights)	1.00 EA	45.00 EA/DAY	1,395.00
<b>January</b>				
Campground (Employee Bunkhouse/RV)	01/01/2025 - 01/07/2025 (6 Nights)	1.00 EA	45.00 EA/DAY	270.00
<b>Total:</b>				<b>2,295.00</b>

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

Move out must be completed by 11:59 AM Tuesday - January 7, 2025 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Dumpster	Estimate 16	16.00 EA	20.00 EA	320.00
<b>Total:</b>				<b>390.00</b>

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up / Event Day / Clean Up</b>				
Grounds Attendant	Estimate 16 Hours	16.00 HR	28.00 HR	448.00
Janitorial Attendant	11/17/2024 - 01/07/2025 Estimate 3 Hours Per Week	24.00 HR	28.00 HR	672.00
Electrician	Estimate 1 Hour	1.00 HR	70.00 HR	70.00
<b>Total:</b>				<b>1,190.00</b>

## Summary

Facility Rental Total	\$2,295.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,580.00
Refundable Deposit	\$500.00

**Grand Total: \$4,375.00**

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$4,375.00
<b>Total:</b>		<b>\$4,375.00</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **COVID GUIDELINES**

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

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

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

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

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

### **RECYCLING / SB 1383**

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

### **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, West Coast Weenies INC must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. West Coast Weenies INC must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, West Coast Weenies INC must execute changes within the

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-150-24**

DATE **November 14, 2024**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Avid Bioservices** 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 6, 2024**

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

#### **See Exhibit A**

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

#### **Avid's Holiday Party**

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

**\$14,032.00**

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" "S" 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.

**Avid Bioservices  
14191 Myford Road  
Tustin, CA 84738**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Codi Greene, Director, Marketing**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Avid's Holiday Party	<b>Contract No:</b>	R-150-24
<b>Contact Person:</b>	Codi Greene	<b>Phone:</b>	(909) 268-7250
<b>Event Date:</b>	12/06/2024	<b>Hours:</b>	6:00 PM - 10:00 PM
<b>Admission Price:</b>	Private Event		
<b>Vehicle Parking Fee:</b>	Parking Buyout (See Summary)	<b>Projected Attendance:</b>	400

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Huntington Beach Building (#12)	12/06/2024 08:00 AM - 06:00 PM	Move In	Included
Huntington Beach Building (#12)	12/06/2024 06:00 PM - 10:00 PM	Event	3,750.00
<b>Total:</b>			<b>3,750.00</b>

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

Move out must be completed by 11:59 PM Friday - December 6, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	Estimate 4	4.00	EA	25.00	EA	100.00
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 5	5.00	EA	20.00	EA	100.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Electrical Usage Rate	Estimate Only	1.00	EA	350.00	EVT	350.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Portable Electronic Message Board	12/06/2024	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	12/06/2024	1.00	EA	75.00	EA/DAY	75.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
<b>Total:</b>						<b>1,110.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	33.00	HR	165.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 3 Hours	3.00	HR	70.00	HR	210.00
<b>Event Day</b>						
Grounds Attendant Lead	12/06/2024 05:00PM - 11:00PM	1.00	EA	33.00	HR	198.00
Grounds Attendant	12/06/2024 05:00PM - 11:00PM	2.00	EA	28.00	HR	336.00
Janitorial Attendant	12/06/2024 05:00PM - 11:00PM	2.00	EA	28.00	HR	336.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	28.00	HR	168.00
Electrician	Estimate 3 Hours	3.00	HR	70.00	HR	210.00

# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	12/06/2024 05:00PM - 11:00PM	1.00	EA	54.50	HR	327.00
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### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00

### Safety & Security

Security Attendant Lead	12/06/2024 05:00PM - 10:30PM	1.00	EA	33.00	HR	181.50
Security Attendant	12/06/2024 05:00PM - 10:30PM	3.00	EA	28.00	HR	462.00

### Technology

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

Emergency Medical Services*	TBD	TBD	EA	33.00	HR	TBD
Sound Monitor	12/06/2024	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

\*Emergency Medical Services are required by OCFEC if attendance is 500 or greater.

**Total: 5,272.00**

### Summary

Facility Rental Total	\$3,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,382.00
Parking Buyout (Based upon 200 vehicles at \$12.00 each ) **	\$2,400.00
Refundable Deposit	\$1,500.00

**Grand Total: \$14,032.00**

\*\*A physical count of vehicles will be conducted on the day of the event and will be charged accordingly on the final event settlement.

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$14,032.00

**Total: \$14,032.00**

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

### **BANNERS**

All banner locations and sizes must be reviewed and approved by OCFEC. See OCFEC Signage Guide.

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **COVID GUIDELINES**

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

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

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

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

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

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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

### **RIGGING**

All rigging plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed. State Engineering Stamp is required for all rigging plans.

### **SOUND ORDINANCE**

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



# EXHIBIT A

## Event Information

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-005-25**

REVIEWED \_\_\_\_\_

DATE **November 20, 2024**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **In-N-Out Burgers** 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 17 - 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:

#### **In-N-Out Burgers**

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

**\$49,716.50**

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, wherein the Association shall return all deposits to Renter minus any reasonable costs incurred in planning for Renter's event.

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 (collectively, "Fair Indemnified Parties") from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss ("Claims") to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law, except for any Claims arising from the gross negligence or intentional misconduct of the Fair Indemnified Parties, and except for any Claims to whom the Fair Indemnified Parties may be liable under any Workers' Compensation law.
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 by either party without the written consent of the other party. 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.

**In-N-Out Burgers**  
**4199 Campus Drive, 9<sup>th</sup> Floor**  
**Irvine, CA 92612**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Erin Arreola, Charitable Events**  
**Manager**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	In-N-Out Burgers	<b>Contract No:</b>	R-005-25
<b>Contact Person:</b>	Tiffany Bratton	<b>Phone:</b>	(949) 703-6834
<b>Event Date:</b>	01/18/2025	<b>Hours:</b>	4:00 PM - 8:00 PM

<b>Admission Price:</b>	Private Event		
<b>Vehicle Parking Fee:</b>	Parking Buyout (See Summary and Terms)	<b>Projected Attendance:</b>	800

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Main Mall	01/17/2025 07:00 AM - 11:59 PM	Move In	975.00
The Hangar	01/17/2025 10:00 AM - 11:59 PM	Move In	2,012.50
<b>Saturday</b>			
Anaheim Building (#16)	01/18/2025 08:00 AM - 04:00 PM	Move In	Included
Costa Mesa Building (#10)	01/18/2025 08:00 AM - 04:00 PM	Move In	Included
Huntington Beach Building (#12)	01/18/2025 08:00 AM - 04:00 PM	Move In	Included
Los Alamitos Building (#14)	01/18/2025 08:00 AM - 04:00 PM	Move In	Included
Main Mall	01/18/2025 08:00 AM - 04:00 PM	Move In	Included
OC Promenade (Span)	01/18/2025 08:00 AM - 04:00 PM	Move In	Included
Parking Lot J	01/18/2025 08:00 AM - 04:00 PM	Move In	Included
Santa Ana Pavilion (Parade of Products)	01/18/2025 08:00 AM - 04:00 PM	Move In	Included
The Hangar	01/18/2025 08:00 AM - 04:00 PM	Move In	Included
Anaheim Building (#16)	01/18/2025 04:00 PM - 08:00 PM	Event	2,725.00
Costa Mesa Building (#10)	01/18/2025 04:00 PM - 08:00 PM	Event	4,825.00
Huntington Beach Building (#12)	01/18/2025 04:00 PM - 08:00 PM	Event	3,825.00
Los Alamitos Building (#14)	01/18/2025 04:00 PM - 08:00 PM	Event	3,425.00
Main Mall	01/18/2025 04:00 PM - 08:00 PM	Event	1,950.00
OC Promenade (Span)	01/18/2025 04:00 PM - 08:00 PM	Event	2,725.00
Parking Lot J	01/18/2025 04:00 PM - 08:00 PM	Event	Included
Santa Ana Pavilion (Parade of Products)	01/18/2025 04:00 PM - 08:00 PM	Event	2,425.00
The Hangar	01/18/2025 04:00 PM - 08:00 PM	Event	4,025.00
<b>Sunday</b>			
Anaheim Building (#16)	01/19/2025 07:00 AM - 11:59 AM	Move Out	No Charge
Costa Mesa Building (#10)	01/19/2025 07:00 AM - 11:59 AM	Move Out	No Charge
Huntington Beach Building (#12)	01/19/2025 07:00 AM - 11:59 AM	Move Out	No Charge
Los Alamitos Building (#14)	01/19/2025 07:00 AM - 11:59 AM	Move Out	No Charge
Main Mall	01/19/2025 07:00 AM - 11:59 AM	Move Out	No Charge
OC Promenade (Span)	01/19/2025 07:00 AM - 11:59 AM	Move Out	No Charge
Parking Lot J	01/19/2025 07:00 AM - 11:59 AM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	01/19/2025 07:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	01/19/2025 07:00 AM - 11:59 AM	Move Out	No Charge

**Total: 28,912.50**

Hosting of this event in the above specified spaces 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 AM Sunday - January 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>
25 MB Internet - Hard Line	TBD	TBD	EA	250.00	EA/DAY	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00

# EXHIBIT A

Event Information						
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 10	10.00	EA	20.00	EA	200.00
Electrical Splitter Box	Estimate 7	7.00	EA	55.00	EA	385.00
Electrical Usage Rate	Estimate Only	1.00	EA	650.00	EVT	650.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Portable Electronic Message Board	01/18/2025	1.00	EA	75.00	EA/DAY	75.00
Projector (12,000 Lumens)	01/18/2025	1.00	EA	3,000.00	EA/DAY	3,000.00
Projector Screen in Hangar	01/18/2025	1.00	EA	300.00	EA/DAY	300.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Total:						5,915.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	34.00	HR	408.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Janitorial Attendant	Estimate 14 Hours	14.00	HR	29.00	HR	406.00
Electrician	Estimate 4 Hours	4.00	HR	72.50	HR	290.00
Event Day						
Grounds Attendant Lead	01/18/2025 03:00PM - 09:00PM	1.00	EA	34.00	HR	204.00
Grounds Attendant	01/18/2025 03:00PM - 09:00PM	2.00	EA	29.00	HR	348.00
Janitorial Attendant	01/18/2025 08:00AM - 03:00PM	2.00	EA	29.00	HR	406.00
Janitorial Attendant	01/18/2025 03:00PM - 09:00PM	4.00	EA	29.00	HR	696.00
Electrician	01/18/2025 03:00PM - 09:00PM	1.00	EA	72.50	HR	435.00
Clean Up						
Grounds Attendant	Estimate 23 Hours	23.00	HR	29.00	HR	667.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Electrician	Estimate 3 Hours	3.00	HR	72.50	HR	217.50
<u>Event Sales &amp; Services</u>						
Event Coordinator	01/18/2025 03:00PM - 09:00PM	1.00	EA	56.00	HR	336.00
<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 &amp; Security</u>						
Security Attendant - Overnight	01/17/2025 05:00PM - 07:00AM	1.00	EA	29.00	HR	406.00
Security Attendant Lead	01/18/2025 03:00PM - 08:30PM	1.00	EA	34.00	HR	187.00
Security Attendant	01/18/2025 03:00PM - 08:30PM	5.00	EA	29.00	HR	797.50
<u>Technology</u>						
Technology Attendant	Estimate 4 Hours	4.00	HR	56.00	HR	224.00
<u>Outside Services</u>						
Emergency Medical Services	01/18/2025 03:30PM - 08:30PM	2.00	EA	34.00	HR	340.00
Sound Monitor	TBD	TBD	EA	845.00	EA/DAY	TBD

# EXHIBIT A

Event Information						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	3.00	HR	263.00	HR	789.00
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD
Total:						8,589.00

## Summary

Facility Rental Total	\$28,912.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$14,504.00
Parking Buyout ( <i>Based upon 400 vehicles at \$12.00 per vehicle</i> )	\$4,800.00
Refundable Deposit	\$1,500.00
Grand Total:	\$49,716.50

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$24,858.25
Second Payment	12/18/2024	\$24,858.25
Total:		\$49,716.50

Please Remit Payment in \*Check Only\*

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

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## CANNABIS EVENTS

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

## CANOPIES / TENTS

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

## COVID GUIDELINES

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

# EXHIBIT A

## Event Information

### **DRONES**

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

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

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

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

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

### **GLASS**

Glass bottles are not permitted on OCFEC property. All beverages in glass containers must be poured into disposable cups. Please contact your OCFEC Event Coordinator for details.

### **MAIN MALL**

Food vendors must fully cover all Main Mall brick pavers and concrete ground surface under and around their food booths with self-provided flame retardant tarp and venue provided treated wood to avoid damage from oil spills. Stains/damage as a result of failure to comply will result in additional cleaning fees. Used oil should only be discarded in the venue provided oil bin that is placed near location of food vendors.

### **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.

# 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, In-N-Out Burgers must comply with request.**

### STATE FIRE MARSHAL

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



FORM F-31

AGREEMENT NO. **R-021-25**

REVIEWED \_\_\_\_\_

DATE **November 23, 2024**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**March 28 - 31, 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:

#### **Impalas Magazine Car Expo**

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

**\$122,275.00**

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" "S" 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.

**Impalas Magazine**  
**P.O. Box 110832**  
**Campbell, CA 95020**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Mark Sermenio, President**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Impalas Magazine Car Expo	<b>Contract No:</b>	R-021-25
<b>Contact Person:</b>	Mark Sermenio	<b>Phone:</b>	(408) 314-4686
<b>Event Date:</b>	03/30/2025	<b>Hours:</b>	Event: 11:00 AM - 6:00 PM Awards: 6:00 PM - 8:00 PM
<b>Admission Price:</b>	TBD		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking (See Terms)	<b>Projected Attendance:</b>	2,000
Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Anaheim Building (#16)	03/28/2025 08:00 AM - 10:00 PM	Move In	1,362.50
Costa Mesa Building (#10)	03/28/2025 08:00 AM - 10:00 PM	Move In	2,412.50
Huntington Beach Building (#12)	03/28/2025 08:00 AM - 10:00 PM	Move In	1,912.50
Los Alamitos Building (#14)	03/28/2025 08:00 AM - 10:00 PM	Move In	1,712.50
Main Mall	03/28/2025 08:00 AM - 10:00 PM	Move In	975.00
OC Promenade (Span)	03/28/2025 08:00 AM - 10:00 PM	Move In	1,362.50
Parking Lot I	03/28/2025 08:00 AM - 10:00 PM	Move In	1,125.00
Santa Ana Pavilion (Parade of Products)	03/28/2025 08:00 AM - 10:00 PM	Move In	1,212.50
The Hangar	03/28/2025 08:00 AM - 10:00 PM	Move In	2,012.50
<b>Saturday</b>			
Anaheim Building (#16)	03/29/2025 08:00 AM - 10:00 PM	Move In	1,362.50
Costa Mesa Building (#10)	03/29/2025 08:00 AM - 10:00 PM	Move In	2,412.50
Huntington Beach Building (#12)	03/29/2025 08:00 AM - 10:00 PM	Move In	1,912.50
Los Alamitos Building (#14)	03/29/2025 08:00 AM - 10:00 PM	Move In	1,712.50
Main Mall	03/29/2025 08:00 AM - 10:00 PM	Move In	975.00
OC Promenade (Span)	03/29/2025 08:00 AM - 10:00 PM	Move In	1,362.50
Parking Lot I	03/29/2025 08:00 AM - 10:00 PM	Move In	1,125.00
Santa Ana Pavilion (Parade of Products)	03/29/2025 08:00 AM - 10:00 PM	Move In	1,212.50
The Hangar	03/29/2025 08:00 AM - 10:00 PM	Move In	2,012.50
<b>Sunday</b>			
Anaheim Building (#16)	03/30/2025 11:00 AM - 08:00 PM	Event	2,725.00
Costa Mesa Building (#10)	03/30/2025 11:00 AM - 08:00 PM	Event	4,825.00
Huntington Beach Building (#12)	03/30/2025 11:00 AM - 08:00 PM	Event	3,825.00
Los Alamitos Building (#14)	03/30/2025 11:00 AM - 08:00 PM	Event	3,425.00
Main Mall	03/30/2025 11:00 AM - 08:00 PM	Event	1,950.00
OC Promenade (Span)	03/30/2025 11:00 AM - 08:00 PM	Event	2,725.00
Parking Lot I	03/30/2025 11:00 AM - 08:00 PM	Event	2,250.00
Santa Ana Pavilion (Parade of Products)	03/30/2025 11:00 AM - 08:00 PM	Event	2,425.00
The Hangar	03/30/2025 11:00 AM - 08:00 PM	Event	4,025.00
<b>Monday</b>			
Anaheim Building (#16)	03/31/2025 06:00 AM - 11:59 AM	Move Out	No Charge
Costa Mesa Building (#10)	03/31/2025 06:00 AM - 11:59 AM	Move Out	No Charge
Huntington Beach Building (#12)	03/31/2025 06:00 AM - 11:59 AM	Move Out	No Charge
Los Alamitos Building (#14)	03/31/2025 06:00 AM - 11:59 AM	Move Out	No Charge
Main Mall	03/31/2025 06:00 AM - 11:59 AM	Move Out	No Charge
OC Promenade (Span)	03/31/2025 06:00 AM - 11:59 AM	Move Out	No Charge
Parking Lot I	03/31/2025 06:00 AM - 11:59 AM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	03/31/2025 06:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	03/31/2025 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>56,350.00</b>

# EXHIBIT A

## Event Information

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

Move out must be completed by 11:59 AM Monday - March 31, 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
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
40 Yard Dumpster	Estimate 3	3.00	EA	232.00	EA	696.00
Barricade (Metal)	Estimate 15	15.00	EA	15.00	EA	225.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (100 Seat Section)	Estimate 2	2.00	EA	250.00	EA	500.00
Bleachers (50 Seat Section)	Estimate 2	2.00	EA	150.00	EA	300.00
Cable Ramp	Estimate 10	10.00	EA	15.00	EA	150.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Electrical Splitter Box	Estimate 19	19.00	EA	55.00	EA	1,045.00
Electrical Usage Rate	Estimate Only	1.00	EA	3,600.00	EVT	3,600.00
Fencing (Outside Rental)	Estimate Only	1.00	EA	5,000.00	EVT	5,000.00
Forklift	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Forklift (40 Yard Dumpster)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Man Lift	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Marquee Board	03/03/2025 - 03/30/2025	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 20	20.00	EA	15.00	EA	300.00
Portable Electronic Message Board	03/29/2025 - 03/29/2025	2.00	EA	75.00	EA/DAY	150.00
Projector (12,000 Lumens)	TBD	TBD	EA	3,000.00	EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD	EA	300.00	EA/DAY	TBD
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stanchion	Estimate 20	20.00	EA	5.00	EA	100.00
Sweeper (In-House)	Estimate 18 Hours	18.00	HR	75.00	HR	1,350.00
Ticket Booth (Double Window)	Estimate 3	3.00	EA	100.00	EA	300.00
Tonnage Weight (40 Yard Dumpster)	Estimate 6 Tons	6.00	TON	80.00	TON	480.00
Yellow Bollard	TBD	TBD	EA	15.00	EA	TBD
<b>Total:</b>						<b>17,226.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	34.00	HR	544.00
Grounds Attendant	Estimate 37 Hours	37.00	HR	29.00	HR	1,073.00
Janitorial Attendant	Estimate 48 Hours	48.00	HR	29.00	HR	1,392.00
Electrician	Estimate 16 Hours	16.00	HR	72.50	HR	1,160.00
<b>Event Day</b>						
Grounds Attendant Lead	03/30/2025 10:00AM - 09:00PM	1.00	EA	34.00	HR	374.00
Grounds Attendant	03/30/2025 10:00AM - 09:00PM	8.00	EA	29.00	HR	2,552.00
Janitorial Attendant Lead	03/30/2025 10:00AM - 09:00PM	1.00	EA	34.00	HR	374.00
Janitorial Attendant	03/30/2025 10:00AM - 09:00PM	18.00	EA	29.00	HR	5,742.00
Electrician	03/30/2025 10:00AM - 09:00PM	1.00	EA	72.50	HR	797.50

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	51.00	HR*	816.00
Grounds Attendant	Estimate 53 Hours	53.00	HR	43.50	HR*	2,305.50
Janitorial Attendant	Estimate 32 Hours	32.00	HR	43.50	HR*	1,392.00
Electrician	Estimate 12 Hours	12.00	HR	108.75	HR*	1,305.00

### Event Sales & Services

Event Coordinator	03/30/2025 10:00AM - 09:00PM	1.00	EA	56.00	HR	616.00
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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 - Overnight	03/28/2025 08:00PM - 08:00AM	1.00	EA	29.00	HR	348.00
Security Attendant - Overnight	03/29/2025 08:00PM - 08:00AM	1.00	EA	29.00	HR	348.00
Security Attendant Lead	03/30/2025 10:00AM - 08:30PM	1.00	EA	34.00	HR	357.00
Security Attendant	03/30/2025 10:00AM - 08:30PM	16.00	EA	29.00	HR	4,872.00

\*Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.

### Technology

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

Emergency Medical Services	03/30/2025 10:30AM - 08:30PM	4.00	EA	34.00	HR	1,360.00
Orange County Sheriff Services	Estimate Only	1.00	EA	11,800.00	EVT	11,800.00
Sound Monitor	03/30/2025	1.00	EA	845.00	EA/DAY	845.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,275.00	EVT	1,275.00

### \*State Holiday Rates

**Total: 43,699.00**

### Summary

Facility Rental Total	\$56,350.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$60,925.00
Refundable Deposit	\$5,000.00

**Grand Total: \$122,275.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$14,087.50
Second Payment	12/30/2024	\$36,062.50
Third Payment	01/30/2025	\$36,062.50
Fourth Payment	02/28/2025	\$36,062.50

**Total: \$122,275.00**

Please Remit Payment in \*Check or Credit Card Only\*

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

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

# 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**

All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up.

### **COVID GUIDELINES**

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

### **DRONES**

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

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

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

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

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

### **INFLATABLE AMUSEMENTS AND ATTRACTIONS**

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

### **GLASS**

Glass bottles are not permitted on OCFEC property. All beverages in glass containers must be poured into disposable cups. Please contact your OCFEC Event Coordinator for details.

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

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

### **PARKING FEE**

2025 Parking Fee is pending and subject to price increase.

# EXHIBIT A

## Event Information

### **PEPSI BEVERAGES – SPONSOR PRODUCTS**

The OCFEC is a Pepsi exclusive facility. The District (OCFEC) will provide exclusive beverage availability and sponsorship rights to Sponsor (Pepsi) for Pepsi Fountain Brands, Bottle and Can Brands (Carbonated Soft Drinks, Juices, Teas, Isotonics, Energy Drinks, Iced Coffees). Sponsor products shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term of Sponsorship Agreement. The products, cups and CO2 will be purchased directly from Sponsor by District (OCFEC), food service provider, concessionaires and any other third parties selling Sponsor Beverages at the OC Fair & Event Center.

### **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, Impalas Magazine must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-031-25**

REVIEWED \_\_\_\_\_

DATE **November 19, 2024**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Department of Education** 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 26 - 28, 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:

### **OC Pathways Showcase**

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

**\$21,386.00**

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" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



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

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

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

**Orange County Department of Education**  
**200 Kalmus Drive**  
**Costa Mesa, CA 92626**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Julie Arias, Project Manager**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	OC Pathways Showcase	<b>Contract No:</b>	R-031-25	
<b>Contact Person:</b>	Julie Arias	<b>Phone:</b>	(714) 916-8628	
<b>Event Date:</b>	02/27/2025	<b>Hours:</b>	4:00 PM - 7:00 PM	

<b>Admission Price:</b>	Private Event			
<b>Vehicle Parking Fee:</b>	Parking Buyout (See Summary)	<b>Projected Attendance:</b>	500	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Courtyard	02/26/2025 08:00 AM - 05:00 PM	Move In	525.00
Huntington Beach Building (#12)	02/26/2025 08:00 AM - 05:00 PM	Move In	1,912.50
<b>Thursday</b>			
Courtyard	02/27/2025 04:00 PM - 07:00 PM	Event	1,050.00
Huntington Beach Building (#12)	02/27/2025 04:00 PM - 07:00 PM	Event	3,825.00
<b>Friday</b>			
Courtyard	02/28/2025 06:00 AM - 11:59 AM	Move Out	No Charge
Huntington Beach Building (#12)	02/28/2025 06:00 AM - 11:59 AM	Move Out	No Charge

**Total: 7,312.50**

Hosting of this event in the above specified spaces, Courtyard and Huntington Beach Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 - February 28, 2025 to avoid additional charges.**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
1 GB Internet - Hard Line	02/27/2025	1.00	EA	2,125.00	EA/DAY	2,125.00
20 Amp Drop	TBD	TBD	EA	15.00	EA	TBD
400 Amp Drop	Estimate 1	1.00	EA	720.00	EA	720.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 25	25.00	EA	2.50	EA	62.50
Dumpster	Estimate 9	9.00	EA	20.00	EA	180.00
Electrical Splitter Box	Estimate 10	10.00	EA	55.00	EA	550.00
Electrical Usage Rate	Estimate Only	1.00	EA	400.00	EVT	400.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	02/27/2025	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	02/27/2025	1.00	EA	75.00	EA/DAY	75.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
<b>Total:</b>						<b>4,637.50</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	34.00	HR	204.00
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 2 Hours	2.00	HR	72.50	HR	145.00

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	02/27/2025 03:00PM - 08:00PM	1.00	EA	34.00	HR	170.00
Grounds Attendant	02/27/2025 03:00PM - 08:00PM	2.00	EA	29.00	HR	290.00
Janitorial Attendant	02/27/2025 03:00PM - 08:00PM	4.00	EA	29.00	HR	580.00
Electrician	02/27/2025 03:00PM - 08:00PM	1.00	EA	72.50	HR	362.50

### Clean Up

Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	34.00	HR	204.00
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 2 Hours	2.00	HR	72.50	HR	145.00

### Event Sales & Services

Event Coordinator	02/27/2025 03:00PM - 08:00PM	1.00	EA	56.00	HR	280.00
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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	02/27/2025 03:00PM - 07:30PM	2.00	EA	29.00	HR	261.00
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*\*Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.*

### Technology

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

Emergency Medical Services	02/27/2025 03:30PM - 07:30PM	1.00	EA	34.00	HR	136.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 4,936.00**

### Summary

Facility Rental Total	\$7,312.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,573.50
Parking Buyout ( <i>Based upon 250 vehicles at \$12.00 per vehicle</i> )	\$3,000.00
Refundable Deposit	\$1,500.00

**Grand Total: \$21,386.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$1,828.25
Second Payment	12/27/2024	\$9,779.00
Third Payment	01/27/2024	\$9,778.75

**Total: \$21,386.00**

**Please Remit Payment in \*Check or Credit Card Only\***

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

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **COVID GUIDELINES**

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

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

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

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

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

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

# EXHIBIT A

## Event Information

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-048-25**

REVIEWED \_\_\_\_\_

DATE **November 15, 2024**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **FloSports** 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 5 - 8, 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:

**FloSports**

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

**\$21,325.00**

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" "S" 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.

**FloSports**  
**301 Congress Avenue #1500**  
**Austin, TX 78701**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Phil Wendler, EVP Global Rights**  
**Acquisition**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	FloSports	<b>Contract No:</b>	R-048-25
<b>Contact Person:</b>	Corinne Shigemoto	<b>Phone:</b>	(737) 233-7206
<b>Event Date:</b>	02/07/2025	<b>Hours:</b>	6:00 PM - 10:00 PM
<b>Admission Price:</b>	TBD		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking	<b>Projected Attendance:</b>	1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
The Hangar	02/05/2025 08:00 AM - 10:00 PM	Move In	2,012.50
<b>Thursday</b>			
The Hangar	02/06/2025 08:00 AM - 10:00 PM	Move In	2,012.50
<b>Friday</b>			
The Hangar	02/07/2025 06:00 PM - 10:00 PM	Event	4,025.00
<b>Saturday</b>			
The Hangar	02/08/2025 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>8,050.00</b>

Hosting of this event in the above specified space, The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 Saturday - February 8, 2025 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (100 Seat Section)	TBD	TBD	EA	250.00	EA	TBD
Chair (Individual)	Estimate 164	164.00	EA	2.50	EA	410.00
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	500.00	EVT	500.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Hang Tag - 1 Day	Estimate 20	20.00	EA	6.00	EA	120.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	02/01/2025 - 02/07/2025	1.00	WK	Included		Included
Portable Electronic Message Board	02/07/2025	2.00	EA	75.00	EA/DAY	150.00
Projector (12,000 Lumens)	02/07/2025	1.00	EA	3,000.00	EA/DAY	3,000.00
Projector Screen in Hangar	02/07/2025	1.00	EA	300.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stanchion	Estimate 20	20.00	EA	5.00	EA	100.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
<b>Total:</b>						<b>5,405.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Electrician	Estimate 1 Hour	1.00	HR	72.50	HR	72.50



# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	02/07/2025 05:00PM - 11:00PM	1.00	EA	34.00	HR	204.00
Grounds Attendant	02/07/2025 05:00PM - 11:00PM	2.00	EA	29.00	HR	348.00
Janitorial Attendant	02/07/2025 05:00PM - 11:00PM	3.00	EA	29.00	HR	522.00
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 24 Hours	24.00	HR	29.00	HR	696.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Electrician	Estimate 1 Hour	1.00	HR	72.50	HR	72.50

### Event Sales & Services

Event Coordinator	02/07/2025 05:00PM - 11:00PM	1.00	EA	56.00	HR	336.00
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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	02/07/2025 05:00PM - 10:30PM	1.00	EA	34.00	HR	187.00
Security Attendant	02/07/2025 05:00PM - 10:30PM	5.00	EA	29.00	HR	797.50

*\*Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.*

### Technology

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

Emergency Medical Services	02/07/2025 05:30PM - 10:30PM	2.00	EA	34.00	HR	340.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
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: 6,370.00**

### Summary

Facility Rental Total	\$8,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,775.00
Refundable Deposit	\$1,500.00

**Grand Total: \$21,325.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$10,662.50
Second Payment	01/07/2025	\$10,662.50

**Total: \$21,325.00**

**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.

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

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

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

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

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

### **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>

### **FOOTAGE**

The Association hereby acknowledges that Renter is entering into this Agreement for the purpose of producing, recording, and broadcasting the event ("Footage"). The Association hereby acknowledges that it has no ownership interest in the Footage, made or taken by Renter within the Premises, and Association agrees that Renter shall own exclusively, and be fully responsible for, all right, title and interest therein, including all rights of every kind in such Footage in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights) shall be solely owned throughout the universe in perpetuity by Renter. The Renter agrees it will not depict building names, brands, logos, etc, of the Association in the Footage.

### **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, FloSports must comply with request.**

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-049-25**

REVIEWED \_\_\_\_\_

DATE **November 21, 2024**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**February 1 - 2, 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:

#### **Huntington Beach HS Winter Formal**

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

**\$15,404.50**

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" "S" 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.

**Allstar Events Inc.**  
**23331 Via Venado**  
**Coto de Caza, CA 92679**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Kenney Paul Hrabik, President**

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

# EXHIBIT A

Event Information			
Event Name:	Huntington Beach HS Winter Formal	Contract No:	R-049-25
Contact Person:	Kenney Paul Hrabik	Phone:	(949) 255-7827
Event Date:	02/01/2025	Hours:	7:00 PM - 10:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
The Hangar	02/01/2025 07:00 AM - 07:00 PM	Move In	Included
The Hangar	02/01/2025 07:00 PM - 10:00 PM	Event	4,025.00
Sunday			
The Hangar	02/02/2025 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			4,025.00

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

**Move out must be completed by 11:59 AM Sunday - February 2, 2025 to avoid additional charges.**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
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	450.00	EVT	450.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Portable Electronic Message Board	02/01/2025	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
<b>Total:</b>						<b>1,095.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 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 2 Hours	2.00	HR	72.50	HR	145.00
Event Day						
Grounds Attendant Lead	02/02/2025 06:00PM - 11:00PM	1.00	EA	34.00	HR	170.00
Grounds Attendant	02/02/2025 06:00PM - 11:00PM	2.00	EA	29.00	HR	290.00
Janitorial Attendant	02/02/2025 06:00PM - 11:00PM	2.00	EA	29.00	HR	290.00
Electrician	02/02/2025 06:00PM - 11:00PM	1.00	EA	72.50	HR	362.50
Clean Up						
Grounds Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00
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 &amp; Services</u>						
Event Coordinator	02/02/2025 06:00PM - 11:00PM	1.00	EA	56.00	HR	280.00

# EXHIBIT A

## Event Information

### 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	02/02/2025 06:00PM - 10:30PM	1.00	EA	34.00	HR	153.00
Security Attendant	02/02/2025 06:00PM - 10:30PM	7.00	EA	29.00	HR	913.50

### Outside Services

Emergency Medical Services	02/02/2025 06:30PM - 10:30PM	1.00	EA	34.00	HR	136.00
Sound Monitor	02/02/2025	1.00	EA	845.00	EA/DAY	845.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 5,784.50**

### Summary

Facility Rental Total	\$4,025.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,879.50
Parking Buyout ( <i>Based upon 250 vehicles at \$12.00 per vehicle</i> )	\$3,000.00
Refundable Deposit	\$1,500.00

**Grand Total: \$15,404.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$7,702.25
Second Payment	01/02/2025	\$7,702.25
<b>Total:</b>		<b>\$15,404.50</b>

Please Remit Payment in \*Check or Credit Card Only\*

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

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

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### CANNABIS EVENTS

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

# EXHIBIT A

## Event Information

### CANOPIES / TENTS

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

### COVID GUIDELINES

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### PEPSI BEVERAGES

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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



FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-050-25**

DATE **November 23, 2024**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **IBJJF dba International BJJ 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 31 - February 3, 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:

#### **IBJJF Orange County Open**

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

**\$33,996.00**

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" "S" 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.

**IBJJF dba International BJJ Inc.**  
**17256 Red Hill Avenue**  
**Irvine, CA 92614**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Destiny Ortega, Event Coordinator**

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

# EXHIBIT A

Event Information			
Event Name:	IBJJF Orange County Open	Contract No:	R-050-25
Contact Person:	Destiny Ortega	Phone:	(949) 391-9746
Event Date:	02/01/2025 - 02/02/2025	Hours:	Saturday: 7:30 AM - 8:00 PM Sunday: 7:30 AM - 11:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	700

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Costa Mesa Building (#10)	01/31/2025 08:00 AM - 10:00 PM	Move In	2,412.50
<b>Saturday</b>			
Costa Mesa Building (#10)	02/01/2025 07:30 AM - 08:00 PM	Event	4,825.00
<b>Sunday</b>			
Costa Mesa Building (#10)	02/02/2025 07:30 AM - 11:00 PM	Event	4,825.00
<b>Monday</b>			
Costa Mesa Building (#10)	02/03/2025 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>12,062.50</b>

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 AM Monday - February 3, 2025 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
100 Amp Drop	Estimate 1	1.00	EA	70.00 EA	70.00
Barricade (Plastic)	TBD	TBD	EA	15.00 EA	TBD
Bleacher (75 Seat Section)	Estimate 3	3.00	EA	200.00 EA	600.00
Chair (Individual)	Estimate 64	64.00	EA	2.50 EA	160.00
Dumpster	Estimate 5	5.00	EA	20.00 EA	100.00
Electrical Splitter Box	TBD	TBD	EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	600.00 EVT	600.00
Forklift	Estimate 8 Hours	8.00	HR	75.00 HR	600.00
Man Lift	TBD	TBD	HR	75.00 HR	TBD
Marquee Board	01/27/2025 - 02/02/2025	1.00	WK	Included	Included
Portable Electronic Message Board	02/01/2025 - 02/02/2025	2.00	EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00 EA/DAY	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00 HR	225.00
<b>Total:</b>					<b>2,655.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	34.00	HR	136.00
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	02/01/2025 06:30AM - 09:00PM	1.00	EA	34.00	HR	493.00
Grounds Attendant	02/01/2025 06:30AM - 09:00PM	2.00	EA	29.00	HR	841.00
Janitorial Attendant	02/01/2025 06:30AM - 09:00PM	3.00	EA	29.00	HR	1,261.50

# EXHIBIT A

Event Information						
Grounds Attendant Lead	02/02/2025 06:30AM - 12:00AM	1.00	EA	34.00	HR	595.00
Grounds Attendant	02/02/2025 06:30AM - 12:00AM	2.00	EA	29.00	HR	1,015.00
Janitorial Attendant	02/02/2025 06:30AM - 12:00AM	3.00	EA	29.00	HR	1,522.50
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	29.00	HR	290.00
Electrician	Estimate 1 Hour	1.00	HR	72.50	HR	72.50
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	02/01/2025 06:30AM - 09:00PM	1.00	EA	56.00	HR	812.00
Event Coordinator	02/02/2025 06:30AM - 12:00AM	1.00	EA	56.00	HR	980.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant Lead	02/01/2025 06:30AM - 08:30PM	1.00	EA	34.00	HR	476.00
Security Attendant	02/01/2025 06:30AM - 08:30PM	5.00	EA	29.00	HR	2,030.00
Security Attendant Lead	02/02/2025 06:30AM - 11:30PM	1.00	EA	34.00	HR	578.00
Security Attendant	02/02/2025 06:30AM - 11:30PM	5.00	EA	29.00	HR	2,465.00
<b><u>Technology</u></b>						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
<b><u>Outside Services</u></b>						
Emergency Medical Services	02/01/2025 07:00AM - 08:30PM	2.00	EA	34.00	HR	918.00
Emergency Medical Services	02/02/2025 07:00AM - 11:30PM	2.00	EA	34.00	HR	1,122.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>17,778.50</b>

## Summary

Facility Rental Total	\$12,062.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$20,433.50
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$33,996.00</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Upon Signing</i>	\$16,998.00
Second Payment	12/31/2024	\$16,998.00
<b>Total:</b>		<b>\$33,996.00</b>

**Please Remit Payment in \*Check or Credit Card Only\***

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

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

# EXHIBIT A

## Event Information

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

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

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

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

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **COVID GUIDELINES**

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

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

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

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

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

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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

# EXHIBIT A

## Event Information

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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



R\_\_\_\_\_

A\_\_\_\_\_

**AMENDMENT TO BUTLER AMUSEMENTS CAMPING  
(NOVEMBER 2024 - JANUARY 2025)**

DATE: December 3, 2024

RENTAL AGREEMENT: R-140-24

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

**ADDITION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>December</b>				
Parking Lot G ( <i>Employee Bunkhouse/RV</i> )	12/01/2024 - 12/31/2024 ( <i>31 Nights</i> )	1.00 EA	45.00 EA/DAY	1,395.00
<b>January</b>				
Parking Lot G ( <i>Employee Bunkhouse/RV</i> )	01/01/2025 - 01/06/2025 ( <i>5 Nights</i> )	1.00 EA	45.00 EA/DAY	225.00
<b>Total:</b>				<b>1,620.00</b>

**Summary**

Rental Agreement Facility Fee Total	\$57,240.00
<b>Revised Amendment #1 Facility Fee Total</b>	<b>\$58,860.00</b>
Refundable Deposit	\$500.00
<b>Grand Total:</b>	<b>\$59,360.00</b>

**Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<b>PAID</b>	<b>\$57,740.00</b>
Second Payment	<i>Upon Signing</i>	\$1,620.00
<b>Payment Total:</b>		<b>\$59,360.00</b>

Butler Amusements, Inc  
P.O. Box 2210  
Fairfield, CA 94533

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Lance Moyer, CEO

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





R\_\_\_\_\_

A\_\_\_\_\_

**AMENDMENT TO WEST COAST WEENIES CAMPING  
(NOVEMBER 2024 - JANUARY 2025)**

DATE: November 21, 2024

RENTAL AGREEMENT: R-149-24

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

**SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
November				
Campground ( <i>Employee Bunkhouse/RV</i> )	11/17/2024 - 11/18/2024 ( <i>1 Night</i> )	1.00 EA	45.00 EA/DAY	(45.00)
<b>Total:</b>				<b>(45.00)</b>

**Summary**

Rental Agreement Facility Fee Total	\$2,295.00
<b>Revised Amendment #1 Facility Fee Total</b>	<b>\$2,250.00</b>
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$1,580.00
Refundable Deposit	\$500.00
<b>Grand Total:</b>	<b>\$4,330.00</b>

**Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<b>PAID</b>	<b>\$4,357.00</b>
Second Payment	<i>Credit Due</i>	<i>(\$27.00)*</i>
<b>Payment Total:</b>		<b>\$4,357.00</b>

\*\$27.00 credit will be included on the final event settlement.

West Coast Weenies INC  
34342 Trigo Trail  
Trabuco Canyon, CA 92679

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Nathan Marcus, CEO

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







R\_\_\_\_\_

A\_\_\_\_\_

**AMENDMENT TO ORANGE COUNTY BRICK CONVENTION - LEGO FAN EXPO  
(JANUARY 2025)**

DATE: November 20, 2024

RENTAL AGREEMENT: R-042-25

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

**SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	01/10/2025 07:00 AM - 08:00 PM	Move In	(2,012.50)
<b>Saturday</b>			
The Hangar	01/11/2025 11:30 AM - 06:00 PM	Event	(4,025.00)
<b>Sunday</b>			
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
		<b>Total:</b>	<b>(10,062.50)</b>

**ADDITION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Costa Mesa Building (#10)	01/10/2025 07:00 AM - 08:00 PM	Move In	2,412.50
<b>Saturday</b>			
Costa Mesa Building (#10)	01/11/2025 11:30 AM - 06:00 PM	Event	4,825.00
<b>Sunday</b>			
Costa Mesa Building (#10)	01/12/2025 11:30 AM - 06:00 PM	Event	4,825.00
Costa Mesa Building (#10)	01/12/2025 06:00 PM - 11:59 PM	Move Out	No Charge
		<b>Total:</b>	<b>12,062.50</b>





### Summary

Rental Agreement Facility Fee Total	\$10,062.50
<b>Revised Amendment #1 Facility Fee Total</b>	<b>\$12,062.50</b>
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$13,200.50
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$26,763.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$13,381.50
Second Payment	12/10/2024	\$13,381.50
<b>Payment Total:</b>		<b>\$26,763.00</b>

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Greyson Riley, Managing Member

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

