

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

1 of 1

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-009-25FT	Bar None DBA: Pacific Coast Entertainment	Hangar Sound Equipment and Services	Fair Time	1/1/25-12/31/26 with 3, one-year options		\$198,000 plus \$10,000 contingency per year. \$495,000 includes all option years, plus \$50,000 contingency
SA-010-25SP	Melissa's Produce	Sponsorship	Fair Time	7/18/25-8/17/25	\$10,000 (Trade)	
SA-011-25SP	CalOptima Health	Sponsorship	Fair Time	7/18/25-8/14/25	\$25,000.00	

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-067-24SP (Amend. #1)	Ontario International Airport	Sponsorship. Adjust signage sizes and location	Fair Time	7/19/24-9/1/26	\$0.00	

Amendments (Exercise Option)

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-006-23YR (Amend. #2)	Lopez Works, Inc.	Horse feeding, box stall cleaning & arena maintenance. Exercise option year for 3 months due to protest. Add AI language as mandated by the State	Year Round	1/1/2023-3/31/2025		\$599,626.99

	AGREEMENT NUMBER SA-009-25FT
	PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR NAME

BAR NONE GROUP, INC. DBA: PACIFIC COAST ENTERTAINMENT (PCE)

The term of this Agreement is:	01/01/2025 through 12/31/2026	FED ID:
	With three, one-year options	
	1/1/2027-12/31/2027; 1/1/2028-12/31/2028; 1/1/2029-12/31/2029	

3. The maximum amount of this Agreement is:

**\$198,000.00; \$495,000 with option years
\$99,000.00 per year, plus \$10,000 contingency per year**

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

Exhibit A – Scope of Work – To provide Hanger Sound Equipment and Services at the OC Fair & Event Center	Pages 2-11
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 12-13
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 14-17
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 18-21
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 22-24
Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 25-26
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 27
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 28-32

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) BAR NONE GROUP, INC. DBA: PACIFIC COAST ENTERTAINMENT (PCE)		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Ryan Steidinger, President		
CONTRACTOR BUSINESS ADDRESS 7601 Woodwind Dr., Huntington Beach, CA 92647		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME 32ND District Agricultural Association/OC Fair & Event Center		
AUTHORIZED SIGNATURE 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer		<input type="checkbox"/> Exempt per:
CONTRACTING AGENCY ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jason Jacobson, Planning and Production Director
Phone (714) 708-1549

Pacific Coast Entertainment
Ryan Steidinger, President
Email: ryan@gopce.com

The District's Request For Proposal (RFP) for Hanger Sound Equipment and Services, released October 16, 2024, is on file in the office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.

The Contractor's bid proposal for the Hanger Sound Equipment and Services, dated November 19, 2024, is on file in the office of the 32nd District Agricultural Association and is incorporated herein by reference and made part of this agreement.

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

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

GenAI Technology Use & Reporting

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

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

Scope of Work:

A. GENERAL REQUIREMENTS

A. OVERVIEW OF CURRENT SOUND MITIGATION

A general awareness of all OC Fair sound systems is important to understand the critical task of maintaining specific sound levels for all areas in order to minimize the overall impact of sound from the OC Fair onto surrounding neighborhoods.

1. Four (4) primary sound systems exist within the confines of the OC Fair, one (1) of which is required as part of the RFP (a below), and are discussed in brief so as to understand the impact of OC Fair sound:
 - a. The Hangar Building Sound System (indoor) is a semi-enclosed venue, which also includes two (2) small sound arrays flown outside to cover a portion of the Main Mall, and **is a requirement** of the RFP.
 - b. Action Sports Arena Sound System (outdoor) is an open-air venue and is **NOT** a requirement of the RFP.
 - c. Plaza Stage Sound System (outdoor) is an semi-enclosed tent venue and is **NOT** a requirement of the RFP.
 - d. Pacific Amphitheatre (outdoor) is an open-air venue and **NOT** a requirement of this RFP. However, it is referenced in the RFP to ensure Contractor is aware of and understands all major sound systems onsite as noise mitigation is of the highest concern to the District in the interest of being a good neighbor to the community as well as to meet legal requirements. The Pacific Amphitheatre consists of a large line array speaker system along with complex stage monitor systems.
2. Although the OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre, property-wide noise mitigation is required. The injunction states that the sound level must not exceed 55 dB at a specific residence near the OC Fair, specifically located at 547 Serra Way. The house is approximately 2,000 feet from the Action Sports Arena. While sound measurements are specifically taken with respect to 547 Serra Way, they are also taken throughout the surrounding neighborhoods to understand noise levels in the community and minimize the impact of OC Fair sound on them. The District requires immediate mitigation of OC Fair noise levels of 55 dB at any residence in the community.
3. All sound systems will continue to have strict sound control measures in place.

B. SOUND MITIGATION AND MONITORING REQUIREMENTS

1. Contractor is an integral part of monitoring Sound Pressure Levels (SPL). Contractor shall have adequate SPL measurement capability at The Hangar Building and ensure Contractor Personnel is completely aware of maximum sound levels and capable of complying with all requirements listed herein. Contractor shall control sound levels at each of the three (3) venues by ensuring proper levels are maintained, whether Contractor's staff or visiting engineers are running the equipment.
2. For all venues, maximum, broadband (20 Hz to 15 KHz) noise level, measured at front of house (FOH), shall not exceed an average of 95 dB flat weighted, under any circumstances.
3. For all applicable venues, behind stage measured noise level shall not exceed peaks of 70 dB, flat weighted, under any circumstances. This includes indirect FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.

4. The District's objective and ordinance requirements are to keep SPL at or below 55 dB in ALL surrounding neighborhood areas where residences are located.
5. Any combination of factors resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of sound level until the level in the neighborhood is within compliance. In summary:
 - a. No more than 55 dB in any neighboring residential area.
 - b. No more than 70 dB, flat weighted, behind stages.
 - c. No more than 95 dB, flat weighted, at FOH.
 - d. If any combination of the above results in greater than 55 dB in any area where housing is located, levels shall be immediately decreased until compliance is met.
6. Contractor shall take measurements during each event to ensure that the level is at or below 95 dB at FOH, 70 dB at the rear of the stage.
7. In all cases, Contractor shall:
 - a. Not interfere with surrounding vendor activities.
 - b. Maintain a level consistent with the program material and audience size to be covered.
 - c. Ensure sound level 10 feet from speakers will not exceed 90 dB if speakers are in close proximity to audience members
8. Contractor shall apply all necessary conditions to each sound system based upon the nature of the amplified program, distance from audience, overall sound system size and distance from surrounding areas.
9. Contractor shall bear complete responsibility for ensuring compliance as indicated herein and as determined necessary by District Management at all times. Including when visiting production engineers are mixing audio at FOH.
10. **Contractor shall immediately respond to requests from District personnel to reduce sound levels.**

C. GENERAL REQUIREMENTS

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
2. Contractor shall provide professional quality sound systems for The Hangar Building (see Paragraph E – Venue Descriptions, Equipment Lists, and Requirements below). Sound quality and aesthetic value of equipment is vital.
3. Contractor shall provide versatile personnel and sound equipment capable of meeting the varied requirements of visiting performers, and which are adaptable to a wide variety of genres and themes such as rock and roll bands, tribute bands, community dance troupes, and mariachi groups.
4. Contractor shall provide qualified personnel to set up equipment, assist with stage management, monitor and utilize equipment according to stage performance needs, provide security for

- equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.
5. Contractor shall be responsible for maintaining sound and sound-related equipment which will remain in place from the first day of installation through the end of the last performance.
 6. Contractor shall be required to set up in/at The Hangar Building as specified by the District, according to the performance schedule.
 7. Contractor shall provide sound equipment and personnel for a minimum of twenty-three (23) performance days/nights during the run of the annual OC Fair in addition to setup and teardown. Typically, performances will not take place on Mondays or Tuesdays. Contractor shall support all artists/acts scheduled to perform.
 8. Contractor will work closely with District Management and other District Departments to provide an efficient and smooth operation.
 9. Contractor shall be responsible for testing all systems and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.
 10. Any failure(s), including, but not limited to, instrument, system component, and/or outage must be immediately resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure a fully functioning and complete sound system is maintained at all times.
 11. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph D – Equipment Quality and Requirements below prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
 12. All equipment and labor required for setup and teardown must be provided by Contractor. Subcontracting of labor will not be allowed. Contractor will supply a scissor lift(s) and/or other necessary forklift(s) for transportation, installation and removal of sound equipment and systems. The cost associated for this equipment shall be included within the cost reflected on the Financial Proposal Bid Form.
 13. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of this RFP shall be implemented.
 14. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for the 2020 OC Fair, but are subject to final requirements and final approval by District Management.
 15. All sound equipment and systems must be secured in a safe manner to prevent tipping, lifting or falling due to wind or other influences. Weights, anchors or other items used to secure equipment must be included in the cost. Contractor shall be responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe installation.
 16. The Equipment Lists have been included in Paragraph E – Venue Descriptions, Equipment Lists and Requirements below for the purposes of illustrating the size and scope of the typical annual



OC Fair. It in no way obligates the District to request or secure each or any item in the quantities listed. The District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. The equipment list for the 2020 OC Fair and subsequent annual fairs shall be developed annually and will change from year to year based on performance themes and number of performances. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual equipment utilized and/or as specified on the Financial Proposal Bid Form.

17. The final layout of sound equipment and systems will be identified in conjunction with District Management and/or visiting productions. It is Contractor's responsibility to ensure accurate placement.
18. The annual OC Fair setup is subject to change from year to year.
19. The District may require items not called out in thi RFP. The District is to be billed at a rate no greater than the amount charged for similar items listed in the RFP for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.
20. Contractor shall provide high-quality color photos, and the following simulations in either MAPP or EASE. In addition, CAD drawings showing exact layout are required in PDF form, including drawings and specification sheets, as applicable, of sound configurations, equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.
21. Upon fully execution of the contract, Contractor shall immediately begin an analysis and development of sound systems for the 2025 OC Fair and shall have a finalized plan no later than the end of May 2025 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in the Additional Contract Terms & Conditions.
22. Contractor shall present, for District review and approval, a sound recommendation each year beginning in April 2025, or as stipulated by the District, and every subsequent contract year thereafter, which will contain a proposal outlining the sound design layout and required equipment for that year's annual OC Fair. At this time, Contractor shall also present all applicable up-to-date permits, licenses, and certifications for equipment and personnel, as applicable, as required in the Additional Contract Terms & Conditions.

D. EQUIPMENT QUALITY AND REQUIREMENTS

1. All equipment shall be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. All equipment supplied will meet the manufacturer specifications and will be assembled in the factory-recommended manner.
3. All equipment must meet typical industry standard brands, which are proven to be acceptable to a wide variety of venues and applications. Unusual off-brands, while perhaps technically equal, will not be accepted. A list of acceptable equipment has been provided in Paragraph D – Equipment Quality and Requirements and may be modified by the District at any time.
4. All equipment must be clean, in excellent condition, and deemed to be safe and in good repair. The District reserves the right to approve the condition and quality of all items and/or equipment supplied by Contractor. Any equipment deemed inappropriate or in poor condition by District



Management must be replaced immediately and at no cost to the District. All items shall be in good repair and will have been checked out and tested before being installed at the venue.

5. Hardware must convey a quality image, as applicable: clean; brushed aluminum or rust-free steel; no visible tape or tape residue or any other unsightly remnants, and no fading or scuffs.
6. The systems must be weather protected and capable of operating over a wide range of temperatures.
7. Contractor shall inspect all systems on a daily basis to test and verify proper operation and safety. Any necessary repairs shall be made at least three (3) hours prior to show time. System checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management.
8. Power will be supplied by a reliable source, which may be a generator system supplied by the District or District-approved vendor.
9. Contractor shall provide and install all power distribution for the complete sound system, including all appropriate devices, cables, cords, wires, connectors, etc. to secure and maintain electrical connectivity.
10. All power distribution shall conform to local safety standards and will use connectors that are resistant to unintentional disconnection. All cables will be sized to minimize voltage drop. All connections shall be weather tight.
11. Contractor shall supply all rigging, including motors and required lifts to support installation/removal of equipment.
12. Contractor shall keep adequate equipment, components and personnel onsite in order to make any required repairs to the sound system.
13. Contractor shall provide prompt repair or replacement of any faulty equipment.
14. Contractor understands the RFP does not contain exhaustive or complete information for the full functionality of the sound system. Specific equipment is called out in this RFP as required for the overall functionality of the sound system; however Contractor is responsible for ensuring a complete sound design package.
15. The equipment lists provided shows the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations are acceptable with District approval and the intent should be a high-quality and cost-effective design. Substitutions of loudspeakers are not permitted.
16. Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.
17. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.
18. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
19. Contractor shall immediately notify District Management of any hazardous conditions.

20. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.

E. VENUE DESCRIPTIONS, EQUIPMENT LISTS AND REQUIREMENTS

1. The Hangar Building
 - a. The Hangar Building seats approximately 1,430 people with additional standing room for 225 individuals.
 - b. Contractor shall provide sound equipment and personnel to support various community acts and presentations throughout the day, followed by a mid-level headliner band performance and video presentation at night.
 - c. During the annual OC Fair, the venue typically operates from 11:00 a.m. to 11:00 p.m., Wednesday through Sunday.
 - d. The Hangar Building sound system consists of a line-array based stage system.
 - e. The Hangar Building sound system design is intended to focus the sound into the audience area using a high-Q line array approach. This approach shall include a cardioid sub-woofer array, with the requirement to reduce, as much as possible, rear speaker radiation.
 - f. System frequency response should cover the range of 50 Hz to 12 kHz, +/- 4 dB in all seating and audience areas in The Hangar Building (Main Mall system excluded).
 - g. Subwoofer system shall not drop below 45 Hz, and should be high-passed at a 12 dB per octave slope in order to prevent extreme low frequency energy from being reproduced. The cardioid subwoofer array will exhibit a minimum of 12 dB less energy at the crossover frequency, at the rear, compared to the level at the front of the subwoofer array, both measured at a distance of 25 feet. The goal will be to make the rejection as broad-band as possible in order to further reduce rear subwoofer energy.
 - h. For the purposes of the RFP, Contractor shall allow for speakers to be located approximately L/R of stage when developing sound system design. The system consists of a main L/R house system, cardioid subwoofers (mandatory), front fill systems, outdoor flown small line array delay system (to cover half of the Main Mall outdoor area) and a fully functioning and separate stage monitor system. Contractor shall allow for a trim height of 25 feet for the L/R arrays when developing sound system design. Exact dimensions and requirements are subject to change at no cost to the District.
 - i. Powered speaker systems are preferred.
 - j. Cardioid subwoofers are required to minimize rear subwoofer energy. The large doors to the front of The Hangar Building will be open. Main system line array speakers will fly, either from stage structure or building roof, which shall be determined as soon as practicable prior to the OC Fair.
 - k. Contractor shall, in addition to the primary system describe above, provide a small L/R-2 box, 90 degree horizontal coverage flown array outside to provide proper Main Mall coverage, delayed to main system speakers. This system will fly from The Hangar Building eyebrow.
 - l. Contractor shall also supply ADA listening devices for this venue
 - m. The Hangar Building Equipment List is below:

THE HANGAR BUILDING EQUIPMENT LIST

(Deviations may be requested, with the exception of loudspeakers.)

QTY	DESCRIPTION
1	64 X 8 X 2 (MINIMUM) DIGITAL CONSOLE WITH POWER SUPPLY AND BACK-UP POWER SUPPLY (CREST, YAMAHA, ETC. ACCEPTABLE) NO SEMI-PRO BRANDS ALLOWED (MACKIE, BEHRINGER, ETC.)
1	PROCESS RACK WITH MAIN PROCESSOR AND BACK-UP PROCESSOR (LAKE, MEYER GALILEO, ACCEPTABLE), AS WELL AS CONTRACTOR'S SYSTEM SPECIFIC SPEAKER PROCESSING AND 6 X 1/3 OCTAVE EQ, CD PLAYER
1	EFFECTS RACK, INCLUDING A MINIMUM OF 10 COMPS, 8 GATES, 2 REVERB, 1 MULTI EFFECT (SHOULD BE TYPICAL ROCK AND ROLL MEDIUM VENUE EQUIPMENT)
1	MIC SNAKE AS REQUIRED
1	POWER DISTRO INCLUDING FULL STAGE, FOH AND MONITOR DISTRO, WITH ALL LUGS, CAMLOCKS, AS REQUIRED, TO TIE INTO DISTRICT POWER SYSTEM
1	SPEAKER CABLE AS REQUIRED
1	MIC STAND KIT FOR BANDS AS REQUIRED
1	MICROPHONE KIT FOR ROCK BAND TYPE SET-UP, AS REQUIRED FOR BANDS, PERFORMANCES, AND BASED ON APPLICABLE BAND/PERFORMANCE RIDERS
8	WIRELESS HANDHELD SM-58 MICS
1	BOX ASSORTED MIC CABLE, WITH ADEQUATE SPARES (10%), AS REQUIRED FOR CONTRACTOR'S SYSTEM, SHOW SCHEDULE AND MIC KIT
20	MEDIUM FORMAT LINE ARRAY SPEAKER MODULES, DIVIDED INTO L/R, IDEALLY- SELF POWERED AND INCLUDE ALL REQUIRED RIGGING, MOTORS, ETC. ASSUME TRIM HEIGHT TO BE 25'. MEYER LYON, QSC WIDELINE, D&B J8- ARE ACCEPTABLE BRANDS/MODELS, ARRAY SHOULD BE 10 BOXES EACH L/R
4	FRONT FILL SPEAKERS, 90 X 40 DEGREE COVERAGE, LOW PROFILE, HIGH POWER, BRAND NAME, NO CUSTOM
12	CARDIOID SUBWOOFER ARRAY (L/R), MUST INCLUDE CARDIOID ALIGNMENT AND EQ PROCESSING, PREFERENCE GIVEN TO DEDICATED CARDIOID SUB SPEAKERS, SUCH AS D&B J-SUB, ARRAY SHOULD BE NO MORE THAN 6 BOXES EACH L/R
2	HANGAR 'EYEBROW' FLOWN SYSTEMS, OUTSIDE OF HANGAR BUILDING. EACH SYSTEM TO BE CAPABLE OF COVERING MAIN MALL AREA, TO A DISTANCE OF 150' FROM HANGAR DOORS. SYSTEM MUST BE LIGHTWEIGHT DUE TO WEIGHT RESTRICTIONS (NO MORE THAN 400 POUNDS, INCLUDING ALL RIGGING), ARRAY SHOULD BE TYPICALLY 2 BOXES EACH L/R
6	L/R OUT FILL ARRAYS, DECK STACK, 3 BOXES LEFT, 3 BOXES RIGHT, 90 DEGREE HORIZONTAL COVERAGE



1	COMPLETE STAGE MONITOR SYSTEM WITH SEPARATE 48 INPUT STAGE MONITOR CONSOLE, UP TO 16 WEDGES WITH AMPS, DRUM FILL, SIDE FILL, SPLITTERS AS REQUIRED BY BANDS AND EVENTS
1	COMPLETE HIGH QUALITY ADA ASSISTIVE LISTENING DEVICE SYSTEM SUCH AS LISTEN TECH, WILLIAMS AV, SHURE WITH TOTAL VENUE COVERAGE(FM, RF, IR, ACCEPTABLE) AND A MINIMUM OF 12 HEARING-AID COMPATIBLE RECEIVERS WITH HEADPHONES AND 12 NECK LOOPS WITH ALL OTHER REQUIRED EQUIPMENT NECESSARY



A. OTHER SERVICES

Should it be determined that additional services are needed beyond the scope of this RFP, but related to Contractor's performance areas, Contractor shall provide those services at the fixed hourly rate provided on the Financial Proposal Bid Form for the personnel utilized to perform the work. The 32nd District Agricultural Association, OC Fair & Event Center, reserves the right to decline services for any event or part of an event.

Contractor must comply with prevailing wage compliance (If applicable)

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

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

- End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-08

PAYMENT PROVISIONS:

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

The invoice shall be itemized and contain the District's Purchase Order number 52814. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

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

PAYMENT RATES:

The Hangar Building at the OC Fair Sound Equipment Package - RUN OF FAIR (Currently 23 Days)			2025	2026	2027	2028	2029
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Hangar Equipment Package Price	Hangar Equipment Package Price	Hangar Equipment Package Price	Hangar Equipment Package Price	Hangar Equipment Package Price
1	64 X 8 X 2 (MINIMUM) DIGITAL CONSOLE WITH POWER SUPPLY AND BACK-UP POWER SUPPLY (CREST, YAMAHA, ETC. ACCEPTABLE) NO SEMI-PRO BRANDS ALLOWED (MACKIE, BEHRINGER, ETC.)	Yamaha QL-5 with 2 x Rio 3224-D's(64ch's input + 24ch's out) Includes Uninterrupted power supply unit. 16 digital outputs.	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
1	PROCESS RACK WITH MAIN PROCESSOR AND BACK-UP PROCESSOR (LAKE, MEYER GALILEO, ACCEPTABLE), AS WELL AS CONTRACTOR'S SYSTEM SPECIFIC SPEAKER PROCESSING AND 6 X 1/3 OCTAVE EQ, CD PLAYER	Lake 4x4 in out, XTA Processor and Audio core Control system. All outputs from digital console can load EQ's, compressors and delays to control overall sound of the system.	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
1	EFFECTS RACK, INCLUDING A MINIMUM OF 10 COMPS, 8 GATES, 2 REVERB, 1 MULTI EFFECT (SHOULD BE TYPICAL ROCK AND ROLL MEDIUM VENUE EQUIPMENT)	Each of these items are inside the Digital console-Each of the 64 channels can insert comp, gate, effect.Console Also has a virtual rack with up to 16 different effects or comp or eq control can be used.	\$ -	\$ -	\$ -	\$ -	\$ -
1	MIC SNAKE AS REQUIRED	56 channel 3way Passive split with 2 Fan outs to Rio 3224's (Split Rig)	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
1	POWER DISTRO INCLUDING FULL STAGE, FOH AND MONITOR DISTRO, WITH ALL LUGS, CAMLOCKS, AS REQUIRED, TO TIE INTO DISTRICT POWER SYSTEM	Whirlwind Power Link Distro, with Camlock Feeder and Tie In, Includes all stage power for the bands and the sound system.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
1	SPEAKER CABLE AS REQUIRED	Complete speaker cable package for House PA and monitor system	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
1	MIC STAND KIT FOR BANDS AS REQUIRED	30+ Assorted Band Concert mic stand package.	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
1	MICROPHONE KIT FOR ROCK BAND TYPE SET-UP, AS REQUIRED FOR BANDS, PERFORMANCES, AND BASED ON APPLICABLE BAND/PERFORMANCE RIDERS	Microphone workbox loaded with 60+ Microphones and DI's adjusting to the individual band riders.	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
1	BOX ASSORTED MIC CABLE, WITH ADEQUATE SPARES (10%), AS REQUIRED FOR CONTRACTOR'S SYSTEM. SHOW SCHEDULE AND MIC KIT	Mic cable System with 100+ microphone cables and misc patch cable and adapters.	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
6	WIRELESS HANDHELD SM-58 MICS	6 ch - 4 x ULXD 2 Channel Wireless Combo system Handheld Belt Pacs	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
20	MEDIUM FORMAT LINE ARRAY SPEAKER MODULES, DIVIDED INTO L/R, IDEALLY, SELF POWERED AND INCLUDE ALL REQUIRED RIGGING, MOTORS, ETC. ASSUME TRIM HEIGHT TO BE 25'. MEYER LYON, QSC WIDELINE, D&B J6- ARE ACCEPTABLE BRANDS/MODELS. ARRAY SHOULD BE 10 BOXES EACH L/R	20 - JBL Vertec 4500's - 6 a side flown L/R +4 a side Flown L/R on the Eye Brow. Includes All motors and rigging	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
4	FRONT FILL SPEAKERS, 90 X 40 DEGREE COVERAGE, LOW PROFILE, HIGH POWER, BRAND NAME, NO CUSTOM	4 JBLVRX32 2-way mini line array evenly distributed across front of stage.	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
12	CARDIOID SUBWOOFER ARRAY (L/R), MUST INCLUDE CARDIOID ALIGNMENT AND EQ PROCESSING, PREFERENCE GIVEN TO DEDICATED CARDIOID SUB SPEAKERS, SUCH AS D&B J-SUB, ARRAY SHOULD BE NO MORE THAN 6 BOXES EACH L/R	12 box Subwoofer array. L/R in 4 x 3 box Cardioid configuration.	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
2	HANGAR 'EYEBROW' FLOWN SYSTEMS, OUTSIDE OF HANGAR BUILDING. EACH SYSTEM TO BE CAPABLE OF COVERING MAIN MALL AREA, TO A DISTANCE OF 150' FROM HANGAR DOORS. SYSTEM MUST BE LIGHTWEIGHT DUE TO WEIGHT RESTRICTIONS (NO MORE THAN 400 POUNDS, INCLUDING ALL RIGGING), ARRAY SHOULD BE TYPICALLY 2 BOXES EACH L/R	2 sets of three JBL Vertec4500's Flown with rigging - L/R system is within 400lb limit	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
6	L/R OUT FILL ARRAYS, DECK STACK, 3 BOXES LEFT, 3 BOXES RIGHT, 90 DEGREE HORIZONTAL COVERAGE	6 JBL Vertec 4500 Line array system (90degree Horizontal coverage) Ground stacked on outer edge of stage	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
1	COMPLETE STAGE MONITOR SYSTEM WITH SEPARATE 48 INPUT STAGE MONITOR CONSOLE, UP TO 16 WEDGES WITH AMPS, DRUM FILL, SIDE FILL, SPLITTERS AS REQUIRED BY BANDS AND EVENTS	Yamaha QL-5 with 2 x Rio 3224-D's(64ch's input + 24ch's out) Includes Uninterrupted power supply unit. 16 digital outputs. With 56ch passive 3way split +16 wedges with amps, 2 side fills with subs and a drum sub	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00
1	COMPLETE HIGH QUALITY ADA ASSISTIVE LISTENING DEVICE SYSTEM SUCH AS LISTEN TECH, WILLIAMS AV, SHURE WITH TOTAL VENUE COVERAGE(FM, RF, IR, ACCEPTABLE) AND A MINIMUM OF 12 HEARING-AID COMPATIBLE RECEIVERS WITH HEADPHONES AND 12 NECK LOOPS WITH ALL OTHER REQUIRED EQUIPMENT NECESSARY	Hamilton Buhi ADA Assistive Listening Dual broadcast wireless freq. - 12 Wireless Receivers with Neck Loops and accessories	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Hangar Building Sound Equipment Package Cost - RUN OF FAIR TOTALS			\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00
Hangar Building Sound Equipment Contingency Cost - RUN OF FAIR TOTALS			\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
HANGAR BUILDING SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)			\$ 280,000.00				



FINANCIAL PROPOSAL BID FORM

RFP NUMBER HS-04-25

BIDDER NAME: Pacific Coast Entertainment

The Financial Proposal Bid Form will be used to determine the "not to exceed" amount of the contract.

Note: All quantities provided on the Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the Contract amount, the awarded Contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the rate indicated on this Financial Proposal Bid Form.

All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed below. Each venue's equipment specification has been selected based on past requirements and equipment suitability. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. Contractor is responsible to ensure a complete and fully functional sound package/system is provided.

The contracted "RUN OF FAIR" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown.

Bid Equipment: In the "Equipment to be Supplied by Bidder" fields, Bidder shall input a detailed listing of the equipment (including brands/models) Bidder intends to supply in the fulfillment of the stated requirements. Bidder shall input annual package pricing for the correlating equipment, resulting in a total package price for each venue.

Bid Labor: Bidder shall input an annual flat combined labor package price for Hangar and Action Sports Arena; and separate annual flat labor package price for Plaza Stage.

Sound Labor Package - RUN OF FAIR (Currently 23 Days)	2025	2026	2027	2028	2029
Labor	Labor Package Price	Labor Package Price	Labor Package Price	Labor Package Price	Labor Package Price
Personnel - Hangar Package Labor Cost - RUN OF FAIR	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00
Sound Labor Package (HANGAR BUILDING) - RUN OF FAIR TOTALS	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00
SOUND LABOR PACKAGE - TOTAL BID (ALL FIVE YEARS)					\$ 215,000.00

CUMULATIVE ANNUAL TOTALS - ENTIRE BID (EQUIPMENT & LABOR)	\$ 99,000.00	\$ 99,000.00	\$ 99,000.00	\$ 99,000.00	\$ 99,000.00
TOTAL BID (HANGAR BUILDING, ALL FIVE YEARS)					\$ 495,000.00

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC 04/2017 / CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

8. GENDER IDENTITY:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

California Fair Services Authority #23-01-01

I. Evidence of Coverage

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

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

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

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

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

OR

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

OR

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

OR

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

II. General Provisions

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

III. Participant Waivers

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

-End Exhibit E-



EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

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

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:** _____

Type of Company/Organization **Contractor** **Consultant** **Concessionaire**
(Circle one): **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

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

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

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

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

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

Please duplicate this listing sheet if additional space is required



EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

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

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

Procedure 0001

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

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

(Print Name & Title)

(Signature)

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

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

2. LICENSES, PERMITS AND CERTIFICATIONS

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

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

3. SITE ACCESS

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

4. INSURANCE

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

5. WORK PERMIT LAW

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

6. PERSONNEL

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

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

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

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

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

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

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

Page 2 of 5

8. SUPPLIERS

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

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

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

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

10. INVOICES

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

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

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

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

11. PAYMENT

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

12. PRICING/FINANCIAL PROPOSAL BID FORM

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

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

13. MEGAN'S LAW SCREENING

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

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

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

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

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

15. GRATUITIES

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

16. EVALUATION OF CONTRACTOR PERFORMANCE

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

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

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

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

17. NON-EXCLUSIVE AGREEMENT

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

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

Page 4 of 5

18. TERMINATION

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

19. FORCE MAJEURE

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

20. PHONE NUMBERS

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

21. VEHICLES, EQUIPMENT AND SUPPLIES

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

22. VEHICLE UTILITY CARTS

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

23. VENUE CLEAN-UP

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

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

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

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

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

27. SUBCONTRACTING

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

28. FIRE REGULATIONS

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

-End Exhibit H-

AGREEMENT NUMBER

SA-010-25SP

A-

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

STATE AGENCY'S NAME

32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

Melissa's Produce

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

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

Payment Terms:

☒ ONE TIME PAYMENT (*Lump sum*) ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to: "OC Fair & Event Center"

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

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states

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

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

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

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

Melissa's Produce

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Robert Schueller

ADDRESS

P.O Box 514599, Los Angeles, CA 90051

STATE OF CALIFORNIA

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event Center

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Capps, Chief Business Development Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California State Use Only

☒ Exempt: Sponsorship

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

SIGNATURE OF STATE ACCOUNTING OFFICER



Date

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

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

Melissa's Produce
Robert Schueller
Email: roberts@melissas.com

Force Majeure

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

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

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

GenAI Technology Use & Reporting

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

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

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

CONTRACTOR AGREES:

1. Melissa's Produce agrees to be a Sponsor at the 2025 OC Fair from July 18, 2025 to August 17, 2025
2. To provide fresh produce as trade in the value of TEN THOUSAND DOLLARS (\$10,000)
3. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein
5. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Sponsor require the approval of the District prior to implementation
6. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry
7. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s)
8. To have its display (if applicable) fully staffed by uniformed representatives:
 - a. By 10:30 a.m. and open to the public from 11:00 a.m. to at least 11:00 p.m. on Friday, July 18 – Sunday, August 17, 2025
9. That other mobile tours, sponsors and exhibitors may also be in or near the designated spaces
10. To abide by the rules and regulations included in the 2025 OC Fair Exhibitor and Concessionaires Handbook and any such other parameters as set forth by the District staff prior to, during, or following the Term
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set forth by these organizations
12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such requests as made by the District prior to, during, or following the 2025 OC Fair. All necessary Certificates must be provided prior to activation dates in order to load in
13. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions

DISTRICT AGREES:

1. To provide Melissa's Produce with Sponsorship of the 2025 OC Fair and the OC Fair & Event Center property during the Term
2. Sponsor will have the right to use the Fair and/or the Fairgrounds name and promotional logos in advertising, cross promotion, marketing and public relations efforts during the Term of the agreement, subject to prior written approval of such uses by the District
3. To provide on-site signage in the form of:
 - a. Branding on the stage in the Culinary Arts area in the OC Promenade
 - b. Branding on 3 table signs in the Culinary Arts Area
 - i. Master Food Preservers
 - ii. Culinary Info Desk
 - iii. Ray Duey
4. To provide time on the stage in the Culinary Arts area on a mutually agreed upon day for a Blogger Event
5. To include Sponsor logo:
 - a. In all applicable 2025 OC Fair collateral including printed maps at Fair kiosks (pending deadline).
 - b. In all applicable 2025 OC Fair digital advertising, including digital calendar and schedule of events (pending deadline)
 - c. Inclusion on the 2025 OC Fair website with a link to the Sponsor website (pending deadline)
 - d. In the @The Fair e-newsletter, all issues during the Term
 - e. In the Centennial Farmhouse Fodder newsletter

6. Hospitality

- a. To provide twenty (20) single day admission Fair tickets
- b. To provide twelve (12) single day parking passes (OCC Lot E)
- c. To provide thirty-six (36) Carnival Ride Cards (one [1] ride per card)

-End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

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

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

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



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

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

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

I. Evidence of Coverage

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

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

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

EXHIBIT C – INSURANCE REQUIREMENTS

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

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

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

OR

EXHIBIT C – INSURANCE REQUIREMENTS

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

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

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

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

-End Exhibit D-

AGREEMENT NUMBER

SA-011-25SP

A-

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

STATE AGENCY'S NAME

32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

CalOptima Health

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

3. The amount of this Sponsorship Agreement **\$25,000 (CASH)**

Payment Terms:

☒ ONE TIME PAYMENT (*Lump sum*) ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to: "OC Fair & Event Center"

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

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states

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

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

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

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

CalOptima Health

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Ken Wong

ADDRESS

505 City Parkway West, Orange, CA 92868

STATE OF CALIFORNIA

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event Center

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Capps, Chief Business Development Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California State Use Only

☒ Exempt: Sponsorship

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

SIGNATURE OF STATE ACCOUNTING OFFICER



Date

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

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

CalOptima Health
Carrie Berg
Email: cberg@caloptima.org

Force Majeure

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

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

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

GenAI Technology Use & Reporting

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

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

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

CONTRACTOR AGREES:

1. CalOptima Health agrees to be the Presenting Sponsor of the First Aid Stations at the 2025 OC Fair from July 18, 2025, to August 17, 2025
2. To provide CASH in the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) due upon execution of this agreement. Payment in full must be received no later than June 1, 2025.
 - a. Payments shall be remitted to the following address:
 - i. OC Fair & Event Center Attn: Accounts Receivable 88 Fair Drive, Costa Mesa, CA 92626
3. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein
5. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Sponsor require the approval of the District prior to implementation
6. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry
7. To abide by the rules and regulations included in the 2025 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.

DISTRICT AGREES:

1. To provide CalOptima Health with the Presenting Sponsorship of the First Aid Stations at the 2025 OC Fair during the Term
2. To include CalOptima Health on First Aid Stations signage, acknowledging CalOptima Health as the Presenting Sponsor
 - a. To provide four (4) signs to be placed strategically in accordance with the with the OC Fair First Aid Stations, no larger than an A-Frame (24" x 32").
3. To place a brochure stand with literature on CalOptima Health in the First Aid Stations (stand and literature to be provided by sponsor)
4. To provide three (3) banners to be placed in Centennial Farm with two (2) interior (144"x42" and 180"x36") and one (1) exterior facing (180"x36")
5. To provide CalOptima Health with 10'x10' MMT space for on-site display during two (2) mutually agreed upon days and locations
6. Sponsor will have the right to use the Fair and/or the Fairgrounds name and promotional logos in advertising, cross promotion, marketing and public relations efforts during the Term of the agreement, subject to prior written approval of such uses by the District
7. To include Sponsor logo:
 - a. In all applicable 2025 OC Fair collateral including printed maps at Fair kiosks (pending deadline)
 - b. In all applicable 2025 OC Fair digital advertising, including digital calendar and schedule of events (pending deadline)
 - c. Inclusion on the 2025 OC Fair website with a link to the Sponsor website (pending deadline)
 - d. In the @The Fair e-newsletter, all issues during the Term
8. To provide the following credentials for Sponsor staff who will be working on-site at Sponsor's display:
 - a. To provide a mutually agreed upon number of working credentials and staff parking passes for Sponsor staff assigned to the Sponsor's MMT display
9. To provide the following hospitality benefits:

- a. To provide twenty (20) OC Fair admission tickets, ten (10) general parking passes and ten (10) Pacific Amphitheater concert tickets, no more than four (4) tickets per show based on availability at time of fulfillment, to CalOptima Health in addition to mutually agreed upon working credentials for staff.

-End Exhibit A -

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

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

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

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

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

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

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

I. Evidence of Coverage

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

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

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

EXHIBIT C – INSURANCE REQUIREMENTS

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

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

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

OR

EXHIBIT C – INSURANCE REQUIREMENTS

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

OR

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

OR

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

II. General Provisions

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

EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

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

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

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

-End Exhibit D-

AGREEMENT NUMBER

SA-067-24SP

A-1

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

STATE AGENCY'S NAME

32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

Ontario International Airport

2. The term of this Agreement is: **July 19, 2024, through September 1, 2026**

3. The amount of this Sponsorship Agreement is: **\$61,818 (2024 \$20,000; 2025 \$20,600; 2026 \$21,218)**

Payment Terms: **Amendment: \$0.00**

☐ ONE TIME PAYMENT (*Lump sum*) ☐ MONTHLY ☐ QUARTERLY ☒ ITEMIZED INVOICE

☒ OTHER Payable to: "OC Fair & Event Center"

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

Standard Agreement # SA-067-24SP, signed May 28, 2024 and June 7, 2024, between the District and Ontario International Airport, amended as follows:

1. Except as herein amended, all other terms and conditions remain as previously agreed upon.
2. The effective date of this Amendment is January 1, 2024.
3. To adjust signage, sizes, and locations as follows:
 - * Two (2) signs over each digital board outside of The Hangar (162" wide x 40" height)
 - * Logo inclusion on one (1) primary sign outside, on top of The Hangar near the main 'Hangar' sign (288" wide x 24" height)
 - * Onsite To provide a 20'x10' space located at the designated mobile marketing space at the Green Gate MMT location at the 2025 OC Fair on Saturday, August 16, 2025.

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

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

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

Ontario International Airport

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Eren Cello, Chief Officer of Marketing and Communications

ADDRESS

2900 E Airport Dr., Ontario, CA 91761-2134

STATE OF CALIFORNIA

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event Center

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California State Use Only

☒ Exempt: Sponsorship

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



Date

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A mc F mar☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-006-23YR

REGISTRATION NUMBER

AMENDMENT NUMBER

#2

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

CONTRACTOR'S NAME

LOPEZ WORKS, INC.

2. The term of this
- FED ID:**

Agreement is **01/01/2023** through **03/31/2025**

3. The maximum amount of this
- \$599,626.99 Amendment**

Agreement after this Amendment is: **\$5,396,642.99; \$10,444,778.99 includes all option years**
(2023-\$2,398,508; 2024-\$2,398,508; 2025- \$599,626.99; 2026- \$2,524,068; 2027- \$2,524,068)

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

Standard Agreement #SA-006-23YR, dated January 1, 2013, between the District and Lopez Works, Inc. for horse feeding, box stall cleaning & arena maintenance for the OC Fair & Event Center, is hereby amended as follows:

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

CONTRACTOR AGREES:

1. To extend the contract through March 31, 2025, using partial of the option year due to the RFP protest at not to exceed FIVE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS AND 99/100 (\$599,626.99)

STATE AGREES:

1. To pay Contractor a total amount not to exceed FIVE MILLION THREE HUNDRED NINETY-SIX THOUSAND SIX HUNDRED FORTY-TWO DOLLARS AND 99/100 (\$5,396,642.99); TEN MILLION FOUR HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS AND 99/100 (\$10,444,778.99.00) with the inclusion of

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
LOPEZ WORKS, INC.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Andre Lopez, President		
ADDRESS		
21195 Prairie View Ln, Trabuco Canyon, CA 92679 Tel: (949) 470-9351 email: lopezworksinc@gmail.com		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michele Richards, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per: