

**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JANUARY 2025**

1 of 2

NEW

| CONTRACT # | CONTRACTOR | EVENT | DESCRIPTION | FACILITIES | CONTRACT DATES | CONTRACT AMOUNT |
|--------------|-----------------------------------------------------------------------|---------------------------------------------------------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------|
| RA-EQC001-25 | OneWorldOutReach, Inc./ TeJay Brune | The Ranch Community Center Equestrian Facility Boarding | Horse Boarding & Care | Stall; Tack; | 01/01/2025-12/31/2025 | \$11,760.00 |
| RA-EQC002-25 | Susan Burnside | The Ranch Community Center Equestrian Facility Boarding | Horse Boarding & Care | Tack; Trailer; Storage | 01/01/2025-12/31/2025 | \$7,860.00 |
| RA-EQC004-25 | Caston Herrick | The Ranch Community Center Equestrian Facility Boarding | Horse Boarding & Care | Stall; Dbl Stall; Tack | 01/01/2025-12/31/2025 | \$35,640.00 |
| RA-EQC005-25 | Lilac Hill Farm, LLC/ Sue Irzyk | The Ranch Community Center Equestrian Facility Boarding | Horse Boarding & Care | Dbl Stall; Tack | 01/01/2025-12/31/2025 | \$23,892.00 |
| RA-EQC006-25 | Life O'Riley/ Kate Riley | The Ranch Community Center Equestrian Facility Boarding | Horse Boarding & Care | Stall; Tack; Locker | 01/01/2025-12/31/2025 | \$17,580.00 |
| RA-EQC007-25 | Joanna Schielein | The Ranch Community Center Equestrian Facility Boarding | Horse Boarding & Care | Trailer (2) | 01/01/2025-12/31/2025 | \$4,008.00 |
| RA-EQC008-25 | Walk Intuit, Inc./Jennifer Schilling | The Ranch Community Center Equestrian Facility Boarding | Horse Boarding & Care | Stall; Tack; Facility Use | 01/01/2025-12/31/2025 | \$21,744.00 |
| RA-EQC009-25 | Mackenzie Trocoli | The Ranch Community Center Equestrian Facility Boarding | Horse Boarding & Care | Stall; Locker | 01/01/2025-12/31/2025 | \$12,384.00 |
| R-010-25 | The OC Marathon | OC Marathon | Competition/Tournament (COM) | Campground; Costa Mesa Building (#10); Country Meadows; Crafters Village; Main Mall; Park Plaza; Santa Ana Pavilion (Parade of Products); Street | 04/28/25-05/04/25 | \$108,832.75 |
| R-012-25 | Adentope, Inc. dba Japan Product Promotion | OC Japan Fair | Cultural Festival (CULTU) | Anaheim Building (#16); Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Parking Lot I; The Hangar | 04/03/25-04/07/25 | \$188,963.50 |
| R-020-25 | Pacific Coast Sportfishing Magazine | Pacific Coast Sportfishing Tackle, Boat & Travel Show | Consumer Show (CON) | Anaheim Building (#16); Costa Mesa Building (#10); Courtyard; Huntington Beach Building (#12); Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Santa Ana Pavilion (Parade of Products); The Hangar | 03/04/25-03/10/25 | \$225,073.50 |
| R-032-25 | City of Newport Beach, a California municipal corporation and charter | Newport Beach Police Department Officer Training | Training (TRA) | Available Parking Lot | 01/01/25-12/31/25 | \$150.00 per day |
| R-033-25 | Costa Mesa Police Department | Costa Mesa Police Department Officer Training | Training (TRA) | Available Parking Lot | 01/01/25-12/31/25 | \$150.00 per day |
| R-034-25 | Santa Ana Police Department | Santa Ana Police Department Officer Training | Training (TRA) | Available Parking Lot | 01/01/25-12/31/25 | \$150.00 per day |
| R-035-25 | Orange County Farm Bureau | Farmer's Market | Consumer Show (CON) | Parking Lot D | 01/09/25-12/18/25 | \$400 per month |
| R-036-25 | Orange County Wine Society | Orange County Wine Society Office Trailer | Other (OTH) | OCWS Office Trailer | 01/01/25-12/31/25 | \$250.00 per month |

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2 of 2

NEW

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|------------|-----------------------------------------------|------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------|-------------------|-------------------------------------------|
| R-043-25 | Vivid Special Events, LLC | Repticon | Consumer Show (CON) | Huntington Beach Building (#12) | 02/21/25-02/24/25 | \$24,464.00 |
| R-051-25 | California Rare Fruit Growers, O.C. Chapter | California Rare Fruit Growers - Scion Exchange | Meeting/Seminar (MEE) | Millennium Barn | 01/18/25-01/18/25 | \$150.00 |
| R-052-25 | Vanguard University | Vanguard University Overflow Parking | Parking (PARK) | Parking Lot B | 01/06/25-08/24/25 | \$20,550.00 |
| R-053-25 | LATC Productions LLC dba SoCal Ink Festival | SoCal Ink Festival | Consumer Show (CON) | Costa Mesa Building (#10) | 05/16/25-05/18/25 | \$38,880.50 |
| R-054-25 | Orange County Organic Gardening Club | Orange County Organic Gardening Club Meetings | Meeting/Seminar (MEE) | Silo Building | 01/01/25-12/31/25 | \$100.00 per month \$250.00 additional |
| R-055-25 | TMT Productions, LLC | Night Nation Run | Festival (FST) | Country Meadows; Crafters Village; Pacific Amphitheatre; Park Plaza; Plaza Pacifica | 05/09/25-05/10/25 | \$33,467.25 |
| R-057-25 | Ultimate Trade Shows & Events, Inc. | OC Home & Garden Show | Consumer Show (CON) | The Hangar | 02/21/25-02/24/25 | \$23,139.50 |
| R-058-25 | County of Orange Sheriff - Coroner Department | Mass Reception, Care and Shelter Site - As Required During Major | Other (OTH) | See Exhibit A | 01/01/25-12/31/29 | See Exhibit A |
| R-059-25 | Riverside County Rabbit Breeders Association | RCRBA Rabbit & Cavy Show | Competition/Tournament (COM) | Millennium Barn | 01/10/25-01/10/25 | \$130.00 |
| R-060-25 | Riverside County Rabbit Breeders Association | RCRBA Rabbit & Cavy Show | Competition/Tournament (COM) | Millennium Barn | 02/22/25-02/22/25 | \$160.00 |
| R-061-25 | Riverside County Rabbit Breeders Association | RCRBA Rabbit & Cavy Show | Competition/Tournament (COM) | Millennium Barn | 05/10/25-05/10/25 | \$160.00 |
| R-062-25 | Riverside County Rabbit Breeders Association | RCRBA Rabbit & Cavy Show | Competition/Tournament (COM) | Millennium Barn | 06/07/25-06/07/25 | \$160.00 |
| R-064-25 | Newport-Mesa Unified School District | NMUSD Bus Training | Training (TRA) | Available ½ Parking Lot | 01/17/25-05/08/25 | \$1,125.00 per day |

AMENDMENTS

| CONTRACT # | CONTRACTOR | EVENT | DESCRIPTION | FACILITIES | CONTRACT DATES | CONTRACT AMOUNT |
|-------------------------|--------------------------------------------|-------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------|
| R-012-25 (Amend. #1) | Adentope, Inc. dba Japan Product Promotion | OC Japan Fair Amendment: additional day for one building | Cultural Festival (CULTU) | OC Promenade (Span) | 04/03/25-04/03/25 | \$190,326.00 |
| R-021-25 (Amend. #1) | Imaplas Magazine | Impalas Magazine Car Expo | Festival (FST) | Anaheim Building (#16); Costa Mesa Building (#10); Huntington Beach Building (#12); Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Parking Lot I; Santa Ana Pavilion (Parade of Products); The Hangar | 03/27/25-03/30/25 | \$120,335.50 |
| R-042-25 (Amend. #1) | Brick Convention LLC | Orange County Brick Convention - LEGO Fan Expo | Consumer Show (CON) | Costa Mesa Building (#10) | 01/10/25-01/13/25 | \$26,763.00 |

FORM F-31**AGREEMENT NO. RA-EQC001-25**REVIEWED TDDATE **12/18/2024**

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

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

WITNESSETH:

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

January 1 – December 31, 2025

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

See Exhibit A and W

- | | |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <u>1</u> Box Stall (12' x 12') | <input type="checkbox"/> <u> </u> Locker (Association Owned) |
| <input type="checkbox"/> <u> </u> Double Box Stall (12' x 24') | <input type="checkbox"/> <u> </u> Storage (Non-Association Owned) |
| <input checked="" type="checkbox"/> <u>1</u> Tack Room | <input type="checkbox"/> <u> </u> Misc. <u> </u> |
| <input type="checkbox"/> <u> </u> Horse Trailer Parking | |

3. ☐ Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. ☐ The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Horse Boarding

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

SEE RATE SHEET (Exhibit W)

6. ☐ The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. ☐ Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "W" attached to this Agreement and incorporated by these references.

8. ☐ Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. ☐ If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within


either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

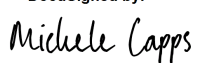
10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits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

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

OneWorldOutReach, Inc.
TeJay Brune

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

By:  Date: 1/2/2025
Title: **TeJay Brune, Renter**

DocuSigned by: 1/2/2025
By:  Date: _____
Title: **Michele Capps, Chief Business Development Officer**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. ☐ No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. ☐ **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. ☐ All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter.
4. ☐ Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement.
5. ☐ Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. ☐ All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. ☐ Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. ☐ Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. ☐ Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. ☐ No Renter will be permitted to sell, use or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. ☐ All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
12. ☐ Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

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

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

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

16.□ The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key and/or code to lock to the Premises and may enter at any time.

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

18.□ 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.

19.□ The Association prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below Association property at any time without the express consent of the Association and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from Association property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, The Ranch Community Center, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF LICENSE: January 1, 2025 and ending December 31, 2025

LOCATION(S): The Ranch Community Center at the OC Fair & Event Center (hereinafter call the Association) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. ☐ That the term of this Agreement is from January 1, 2025 through December 31, 2025.
2. ☐ Renter is not a tenant or lessee and holds no rights of tenancy or leasehold in relation to the property.
3. ☐ Renter rents from Association, and Association agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at Association's customary rates and charges. Association's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. Association reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at Association's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice.
4. ☐ Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. ☐ Payment
 - a. ☐ Monthly boarding fees for each horse boarded, including box stall(s), feed, tack room(s), locker(s), non-Association owned storage container(s), and/or horse trailer parking, shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges. Checks should be made payable to the "OC Fair & Event Center".
 - b. ☐ Payment options are credit card, check, and/or cash.
 - c. ☐ Late Fees: All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. Late fees may compound.
 - d. ☐ Notice to Vacate: A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the Association, and no horse or trailer shall leave until all charges are paid in full. There will be no exceptions to this payment policy without prior arrangements with Association management. If less than two weeks' notice is provided, owners will be charged for the full two weeks.
6. ☐ Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by Renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the Renter.

7. ☐ Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. ☐ Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. ☐ For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. ☒ Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
- a. ☐ The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
 - b. ☐ Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.
11. ☒ Possessory Lien
- a. ☐ Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, Association shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, Association has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during Association's possession, even though you may be refused access to or use of the horse(s), and that Association has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.
12. ☒ General Rules and Regulations
- a. ☐ Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

other outside service provider. Association reserves the right to refuse admittance of Renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the Association premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at Association's discretion, result in the immediate expulsion of the Renters' affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters the Association grounds, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on Association grounds.

- b. ☐ All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of Association property or Renter's property, vandalism, abuse of animals, physical or verbal abuse of other Renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at Association's discretion, in immediate expulsion. In such event, Renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. Association and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

- 13. ☒ Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

ASSOCIATION AGREES:

1. ☐ To provide center office hours which will be as follows: Monday through Friday, from 8:30 a.m. to 5:00 p.m., Saturdays from 8:30 a.m. to 12:30 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and The Ranch Community Center needs.
2. ☐ To provide facility access generally allowed between 6:30 a.m. and 9:30 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on The Ranch Community Center needs; and notification of such will be communicated to Renters. All outside arena lights will be turned off at 9:30 p.m. For after hour emergencies, please call Association Security at 714-708-1588.
3. ☐ To provide entry to The Ranch Community Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. ☐ To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. ☐ To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning, daily Arena Maintenance, and general Ranch Community Center facility maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustment in feeding.

California Fair Services Authority

EXHIBIT "B"

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: 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

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).

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.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one 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 the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. 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.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. 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.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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 (PCC 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 (PCC 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. (PCC 10420).

9. 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.

10. Air or Water Pollution Violation (WC 13301)

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.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit W

Boarding Fee Stall Base Rates

| | |
|----------------------------|-----------------|
| 12' x 12' Single Box Stall | \$979 Monthly |
| 12' x 24' Double Box Stall | \$1,558 Monthly |
| Tack Room | \$433 Monthly |
| Horse Trailer Parking | \$167 Monthly |

Facility Use Fee**

\$400 Monthly

**Applies to any boarder offering paid equine programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

| | |
|---------|----------------------|
| Alfalfa | \$76 Portion/Monthly |
| Orchard | \$91 Portion/Monthly |
| Timothy | \$88 Portion/Monthly |
| Bermuda | \$71 Portion/Monthly |
| Cubes | \$50 Portion/Monthly |

Example charges:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$979 + \$76 + \$76 + \$76 = \$1,207 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$979 + \$88 + \$88 + \$50 = \$1,205 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

| | |
|--------|--------------|
| Locker | \$53 Monthly |
|--------|--------------|

*Locker availability is limited.

Storage Containers (Non-OCFEC owned)**

| | |
|-----------------------------------------|--------------|
| Storage, Small (1 to 7.5 square feet) | \$28 Monthly |
| Storage, Medium (8 to 19.5 square feet) | \$55 Monthly |
| Storage, Large (20 to 25 square feet) | \$83 Monthly |

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Required Security Deposit - equal to 50% of one month's rent on any box stall, tack room and locker.

Miscellaneous

| | |
|-------------------------------------|----------------------|
| Bag of Shavings | \$12 Per Bag |
| Other special requests (Labor only) | \$50 Per Hour |
| Non-compliance Fee* | \$25 - 100 As needed |

*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, TeJay Brune ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

Initial
TB

I verify this statement by placing my initials here: _____
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

1/2/2025

Executed at Orange, California on _____, 20____.

PARTICIPANT/RELEASOR



C08526BA97EA45A...
Signature

Address: _____

PARENT OR GUARDIAN

Signature

Address: _____


IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

9. ☐ If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

Susan Burnside

 By: Susan Burnside Date: 1/1/2025
D97F254BFB044A0...
Title: Susan Burnside, Renter

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626
 DocuSigned by:
 By: Michele Capps Date: 1/2/2025
D46CB1EE42244DE...
Title: Michele Capps, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. ☐ No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. ☐ **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. ☐ All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter.
4. ☐ Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement.
5. ☐ Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. ☐ All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. ☐ Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. ☐ Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. ☐ Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. ☐ No Renter will be permitted to sell, use or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. ☐ All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
12. ☐ Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

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

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

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

16.□ The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key and/or code to lock to the Premises and may enter at any time.

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

18.□ 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.

19.□ The Association prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below Association property at any time without the express consent of the Association and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from Association property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, The Ranch Community Center, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF LICENSE: January 1, 2025 and ending December 31, 2025

LOCATION(S): The Ranch Community Center at the OC Fair & Event Center (hereinafter call the Association) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. ☐ That the term of this Agreement is from January 1, 2025 through December 31, 2025.
2. ☐ Renter is not a tenant or lessee and holds no rights of tenancy or leasehold in relation to the property.
3. ☐ Renter rents from Association, and Association agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at Association's customary rates and charges. Association's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. Association reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at Association's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice.
4. ☐ Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. ☐ Payment
 - a. ☐ Monthly boarding fees for each horse boarded, including box stall(s), feed, tack room(s), locker(s), non-Association owned storage container(s), and/or horse trailer parking, shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges. Checks should be made payable to the "OC Fair & Event Center".
 - b. ☐ Payment options are credit card, check, and/or cash.
 - c. ☐ Late Fees: All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. Late fees may compound.
 - d. ☐ Notice to Vacate: A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the Association, and no horse or trailer shall leave until all charges are paid in full. There will be no exceptions to this payment policy without prior arrangements with Association management. If less than two weeks' notice is provided, owners will be charged for the full two weeks.
6. ☐ Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by Renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the Renter.

7. ☐ Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. ☐ Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. ☐ For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. ☒ Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
- a. ☐ The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- b. ☐ Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.
11. ☒ Possessory Lien
- a. ☐ Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, Association shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, Association has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during Association's possession, even though you may be refused access to or use of the horse(s), and that Association has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.
12. ☒ General Rules and Regulations
- a. ☐ Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

other outside service provider. Association reserves the right to refuse admittance of Renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the Association premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at Association's discretion, result in the immediate expulsion of the Renters' affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters the Association grounds, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on Association grounds.

- b. ☐ All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of Association property or Renter's property, vandalism, abuse of animals, physical or verbal abuse of other Renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at Association's discretion, in immediate expulsion. In such event, Renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. Association and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

- 13. ☒ Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

ASSOCIATION AGREES:

1. ☐ To provide center office hours which will be as follows: Monday through Friday, from 8:30 a.m. to 5:00 p.m., Saturdays from 8:30 a.m. to 12:30 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and The Ranch Community Center needs.
2. ☐ To provide facility access generally allowed between 6:30 a.m. and 9:30 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on The Ranch Community Center needs; and notification of such will be communicated to Renters. All outside arena lights will be turned off at 9:30 p.m. For after hour emergencies, please call Association Security at 714-708-1588.
3. ☐ To provide entry to The Ranch Community Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. ☐ To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. ☐ To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning, daily Arena Maintenance, and general Ranch Community Center facility maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustment in feeding.

California Fair Services Authority

EXHIBIT "B"

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: 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

- 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).

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.

State of California

EXHIBIT "C"

Division of Fairs & Expositions

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one 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 the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. 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.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. 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.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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 (PCC 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 (PCC 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. (PCC 10420).

9. 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.

10. Air or Water Pollution Violation (WC 13301)

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.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit W

Boarding Fee Stall Base Rates

| | |
|----------------------------|-----------------|
| 12' x 12' Single Box Stall | \$979 Monthly |
| 12' x 24' Double Box Stall | \$1,558 Monthly |
| Tack Room | \$433 Monthly |
| Horse Trailer Parking | \$167 Monthly |

Facility Use Fee**

\$400 Monthly

**Applies to any boarder offering paid equine programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

| | |
|---------|----------------------|
| Alfalfa | \$76 Portion/Monthly |
| Orchard | \$91 Portion/Monthly |
| Timothy | \$88 Portion/Monthly |
| Bermuda | \$71 Portion/Monthly |
| Cubes | \$50 Portion/Monthly |

Example charges:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$979 + \$76 + \$76 + \$76 = \$1,207 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$979 + \$88 + \$88 + \$50 = \$1,205 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

| | |
|--------|--------------|
| Locker | \$53 Monthly |
|--------|--------------|

*Locker availability is limited.

Storage Containers (Non-OCFEC owned)**

| | |
|-----------------------------------------|--------------|
| Storage, Small (1 to 7.5 square feet) | \$28 Monthly |
| Storage, Medium (8 to 19.5 square feet) | \$55 Monthly |
| Storage, Large (20 to 25 square feet) | \$83 Monthly |

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Required Security Deposit - equal to 50% of one month's rent on any box stall, tack room and locker.

Miscellaneous

| | |
|-------------------------------------|----------------------|
| Bag of Shavings | \$12 Per Bag |
| Other special requests (Labor only) | \$50 Per Hour |
| Non-compliance Fee* | \$25 - 100 As needed |

*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Susan Burnside ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: DS SB
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at Orange, California on 1/1/2025, 20 .

Participant/RELEASOR

Susan Burnside

D97F254BFB044A8...

Signature

Address: _____

PARENT OR GUARDIAN

Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

FORM F-31

AGREEMENT NO. RA-EQC004-25

REVIEWED TD

DATE **12/18/2024**

FAIRTIME

APPROVED EY

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 – December 31, 2025

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

See Exhibit A and W

- | | |
|---------------------------------------------------------------------------|----------------------------------------------------------|
| <input checked="" type="checkbox"/> <u>1</u> Box Stall (12' x 12') | <input type="checkbox"/> Locker (Association Owned) |
| <input checked="" type="checkbox"/> <u>1</u> Double Box Stall (12' x 24') | <input type="checkbox"/> Storage (Non-Association Owned) |
| <input checked="" type="checkbox"/> <u>1</u> Tack Room | <input type="checkbox"/> Misc. _____ |
| <input type="checkbox"/> Horse Trailer Parking | |

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

Horse Boarding

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

SEE RATE SHEET (Exhibit W)

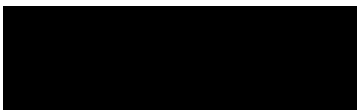
6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount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

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

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

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

Caston Herrick



By: 
Title: Caston Herrick, Renter

Date: 11-28

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

By: 
Title: Michele Capps, Chief Business Development Officer

Date: 12-30-24

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement.
5. Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. No Renter will be permitted to sell, use or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
12. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

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

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

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

16. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key and/or code to lock to the Premises and may enter at any time.

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

18. 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.

19. The Association prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below Association property at any time without the express consent of the Association and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from Association property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, The Ranch Community Center, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF LICENSE: January 1, 2025 and ending December 31, 2025

LOCATION(S): The Ranch Community Center at the OC Fair & Event Center (hereinafter call the Association) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. That the term of this Agreement is from January 1, 2025 through December 31, 2025.
2. Renter is not a tenant or lessee and holds no rights of tenancy or leasehold in relation to the property.
3. Renter rents from Association, and Association agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at Association's customary rates and charges. Association's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. Association reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at Association's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Payment
 - a. Monthly boarding fees for each horse boarded, including box stall(s), feed, tack room(s), locker(s), non-Association owned storage container(s), and/or horse trailer parking, shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges. Checks should be made payable to the "OC Fair & Event Center".
 - b. Payment options are credit card, check, and/or cash.
 - c. Late Fees: All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. Late fees may compound.
 - d. Notice to Vacate: A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the Association, and no horse or trailer shall leave until all charges are paid in full. There will be no exceptions to this payment policy without prior arrangements with Association management. If less than two weeks' notice is provided, owners will be charged for the full two weeks.
6. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by Renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the Renter.

7. Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
 - a. The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
 - b. Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.
11. Possessory Lien
 - a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, Association shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, Association has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during Association's possession, even though you may be refused access to or use of the horse(s), and that Association has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.
12. General Rules and Regulations
 - a. Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

other outside service provider. Association reserves the right to refuse admittance of Renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the Association premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at Association's discretion, result in the immediate expulsion of the Renters' affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters the Association grounds, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on Association grounds.

- b. All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of Association property or Renter's property, vandalism, abuse of animals, physical or verbal abuse of other Renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at Association's discretion, in immediate expulsion. In such event, Renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. Association and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

13. Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

ASSOCIATION AGREES:

1. To provide center office hours which will be as follows: Monday through Friday, from 8:30 a.m. to 5:00 p.m., Saturdays from 8:30 a.m. to 12:30 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and The Ranch Community Center needs.
2. To provide facility access generally allowed between 6:30 a.m. and 9:30 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on The Ranch Community Center needs; and notification of such will be communicated to Renters. All outside arena lights will be turned off at 9:30 p.m. For after hour emergencies, please call Association Security at 714-708-1588.
3. To provide entry to The Ranch Community Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning, daily Arena Maintenance, and general Ranch Community Center facility maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT "B"

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: 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

- 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).

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.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one 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 the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. 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.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. 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.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the contractor of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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 (PCC 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 (PCC 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. (PCC 10420).

9. 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.

10. Air or Water Pollution Violation (WC 13301)

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.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



· THE RANCH ·
COMMUNITY CENTER
— AT THE OC FAIRGROUNDS —

Exhibit W

Boarding Fee Stall Base Rates

| | |
|----------------------------|-----------------|
| 12' x 12' Single Box Stall | \$979 Monthly |
| 12' x 24' Double Box Stall | \$1,558 Monthly |

| | |
|-----------------------|---------------|
| Tack Room | \$433 Monthly |
| Horse Trailer Parking | \$167 Monthly |

Facility Use Fee**

\$400 Monthly

**Applies to any boarder offering paid equine programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

| | |
|---------|----------------------|
| Alfalfa | \$76 Portion/Monthly |
| Orchard | \$91 Portion/Monthly |
| Timothy | \$88 Portion/Monthly |
| Bermuda | \$71 Portion/Monthly |
| Cubes | \$50 Portion/Monthly |

Example charges:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

$\$979 + \$76 + \$76 + \$76 = \$1,207$ (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

$\$979 + \$88 + \$88 + \$50 = \$1,205$ (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

| | |
|--------|--------------|
| Locker | \$53 Monthly |
|--------|--------------|

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

| | |
|-----------------------------------------|--------------|
| Storage, Small (1 to 7.5 square feet) | \$28 Monthly |
| Storage, Medium (8 to 19.5 square feet) | \$55 Monthly |
| Storage, Large (20 to 25 square feet) | \$83 Monthly |

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Required Security Deposit - equal to 50% of one month's rent on any box stall, tack room and locker.

Miscellaneous

| | |
|-------------------------------------|----------------------|
| Bag of Shavings | \$12 Per Bag |
| Other special requests (Labor only) | \$50 Per Hour |
| Non-compliance Fee* | \$25 - 100 As needed |

*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here:
Parent or Guardian's initials (if under 18):

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at Orange, California on December 28, 2024

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature

Signature

Address: 1716 W. Oceanfront

Address:

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

Newport Beach CA 92663

9. ☐ If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

Lilac Hill Farm, LLC

Sue Irzyk

[Redacted Signature]

By: Sue Irzyk Date: 12/30/2024
AC42107631E843C...
Title: Sue Irzyk, Renter

32nd District Agricultural Association

88 Fair Drive

Costa Mesa, CA 92626

DocuSigned by: Michele Capps Date: 12/31/2024
D46CB1EE42244DE...
Title: Michele Capps, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. ☐ No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. ☐ **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. ☐ All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter.
4. ☐ Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement.
5. ☐ Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. ☐ All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. ☐ Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. ☐ Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. ☐ Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. ☐ No Renter will be permitted to sell, use or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. ☐ All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
12. ☐ Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

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

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

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

16.□ The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key and/or code to lock to the Premises and may enter at any time.

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

18.□ 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.

19.□ The Association prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below Association property at any time without the express consent of the Association and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from Association property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, The Ranch Community Center, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF LICENSE: January 1, 2025 and ending December 31, 2025

LOCATION(S): The Ranch Community Center at the OC Fair & Event Center (hereinafter call the Association) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. ☐ That the term of this Agreement is from January 1, 2025 through December 31, 2025.
2. ☐ Renter is not a tenant or lessee and holds no rights of tenancy or leasehold in relation to the property.
3. ☐ Renter rents from Association, and Association agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at Association's customary rates and charges. Association's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. Association reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at Association's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice.
4. ☐ Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. ☐ Payment
 - a. ☐ Monthly boarding fees for each horse boarded, including box stall(s), feed, tack room(s), locker(s), non-Association owned storage container(s), and/or horse trailer parking, shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges. Checks should be made payable to the "OC Fair & Event Center".
 - b. ☐ Payment options are credit card, check, and/or cash.
 - c. ☐ Late Fees: All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. Late fees may compound.
 - d. ☐ Notice to Vacate: A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the Association, and no horse or trailer shall leave until all charges are paid in full. There will be no exceptions to this payment policy without prior arrangements with Association management. If less than two weeks' notice is provided, owners will be charged for the full two weeks.
6. ☐ Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by Renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the Renter.

7. ☐ Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. ☐ Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. ☐ For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. ☒ Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
- a. ☐ The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
 - b. ☐ Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.
11. ☒ Possessory Lien
- a. ☐ Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, Association shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, Association has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during Association's possession, even though you may be refused access to or use of the horse(s), and that Association has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.
12. ☒ General Rules and Regulations
- a. ☐ Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

other outside service provider. Association reserves the right to refuse admittance of Renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the Association premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at Association's discretion, result in the immediate expulsion of the Renters' affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters the Association grounds, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on Association grounds.

- b. ☐ All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of Association property or Renter's property, vandalism, abuse of animals, physical or verbal abuse of other Renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at Association's discretion, in immediate expulsion. In such event, Renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. Association and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

- 13. ☒ Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

ASSOCIATION AGREES:

1. ☐ To provide center office hours which will be as follows: Monday through Friday, from 8:30 a.m. to 5:00 p.m., Saturdays from 8:30 a.m. to 12:30 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and The Ranch Community Center needs.
2. ☐ To provide facility access generally allowed between 6:30 a.m. and 9:30 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on The Ranch Community Center needs; and notification of such will be communicated to Renters. All outside arena lights will be turned off at 9:30 p.m. For after hour emergencies, please call Association Security at 714-708-1588.
3. ☐ To provide entry to The Ranch Community Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. ☐ To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. ☐ To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning, daily Arena Maintenance, and general Ranch Community Center facility maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustment in feeding.

California Fair Services Authority

EXHIBIT "B"

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: 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

- 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).

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.

State of California

EXHIBIT "C"

Division of Fairs & Expositions

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one 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 the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. 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.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. 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.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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 (PCC 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 (PCC 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. (PCC 10420).

9. 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.

10. Air or Water Pollution Violation (WC 13301)

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.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit W

Boarding Fee Stall Base Rates

| | |
|----------------------------|-----------------|
| 12' x 12' Single Box Stall | \$979 Monthly |
| 12' x 24' Double Box Stall | \$1,558 Monthly |
| Tack Room | \$433 Monthly |
| Horse Trailer Parking | \$167 Monthly |

Facility Use Fee**

\$400 Monthly

**Applies to any boarder offering paid equine programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

| | |
|---------|----------------------|
| Alfalfa | \$76 Portion/Monthly |
| Orchard | \$91 Portion/Monthly |
| Timothy | \$88 Portion/Monthly |
| Bermuda | \$71 Portion/Monthly |
| Cubes | \$50 Portion/Monthly |

Example charges:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$979 + \$76 + \$76 + \$76 = \$1,207 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$979 + \$88 + \$88 + \$50 = \$1,205 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

| | |
|--------|--------------|
| Locker | \$53 Monthly |
|--------|--------------|

*Locker availability is limited.

Storage Containers (Non-OCFEC owned)**

| | |
|-----------------------------------------|--------------|
| Storage, Small (1 to 7.5 square feet) | \$28 Monthly |
| Storage, Medium (8 to 19.5 square feet) | \$55 Monthly |
| Storage, Large (20 to 25 square feet) | \$83 Monthly |

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Required Security Deposit - equal to 50% of one month's rent on any box stall, tack room and locker.

Miscellaneous

| | |
|-------------------------------------|----------------------|
| Bag of Shavings | \$12 Per Bag |
| Other special requests (Labor only) | \$50 Per Hour |
| Non-compliance Fee* | \$25 - 100 As needed |

*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Sue Irzyk ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: SI
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

12/30/2024

Executed at Orange, California on _____, 20____.

Participant/RELEASOR

Sue Irzyk
AC42107631E943C...
Signature

Address: _____

PARENT OR GUARDIAN

Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

FORM F-31AGREEMENT NO. **RA-EQC006-25**DATE **12/18/2024**REVIEWED TD

FAIRTIME

INTERIM **XX**APPROVED EY**RENTAL AGREEMENT**

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

WITNESSETH:

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

January 1 – December 31, 2025

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

See Exhibit A and W

- | | |
|--------------------------------------------------------------------|-------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <u>1</u> Box Stall (12' x 12') | <input checked="" type="checkbox"/> <u>1</u> Locker (Association Owned) |
| <input type="checkbox"/> Double Box Stall (12' x 24') | <input type="checkbox"/> Storage (Non-Association Owned) |
| <input checked="" type="checkbox"/> <u>1</u> Tack Room | <input type="checkbox"/> Misc. _____ |
| <input type="checkbox"/> Horse Trailer Parking | |

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

Horse Boarding

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

SEE RATE SHEET (Exhibit W)

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

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

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

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

Life O’Riley Riding

Kate Riley

[Redacted Signature]

By: Kate Riley Date: 12/26/2024
462A71489317425...
Title: Kate Riley, Renter

32nd District Agricultural Association

88 Fair Drive

Costa Mesa, CA 92626

DocuSigned by: Michele Capps Date: 12/27/2024
D46CB1EE42244DE...
Title: Michele Capps, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. ☐ No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. ☐ **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. ☐ All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter.
4. ☐ Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement.
5. ☐ Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. ☐ All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. ☐ Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. ☐ Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. ☐ Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. ☐ No Renter will be permitted to sell, use or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. ☐ All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
12. ☐ Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

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

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

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

16.□ The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key and/or code to lock to the Premises and may enter at any time.

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

18.□ 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.

19.□ The Association prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below Association property at any time without the express consent of the Association and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from Association property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, The Ranch Community Center, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF LICENSE: January 1, 2025 and ending December 31, 2025

LOCATION(S): The Ranch Community Center at the OC Fair & Event Center (hereinafter call the Association) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. ☐ That the term of this Agreement is from January 1, 2025 through December 31, 2025.
2. ☐ Renter is not a tenant or lessee and holds no rights of tenancy or leasehold in relation to the property.
3. ☐ Renter rents from Association, and Association agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at Association's customary rates and charges. Association's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. Association reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at Association's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice.
4. ☐ Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. ☐ Payment
 - a. ☐ Monthly boarding fees for each horse boarded, including box stall(s), feed, tack room(s), locker(s), non-Association owned storage container(s), and/or horse trailer parking, shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges. Checks should be made payable to the "OC Fair & Event Center".
 - b. ☐ Payment options are credit card, check, and/or cash.
 - c. ☐ Late Fees: All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. Late fees may compound.
 - d. ☐ Notice to Vacate: A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the Association, and no horse or trailer shall leave until all charges are paid in full. There will be no exceptions to this payment policy without prior arrangements with Association management. If less than two weeks' notice is provided, owners will be charged for the full two weeks.
6. ☐ Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by Renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the Renter.

7. ☐ Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. ☐ Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. ☐ For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. ☒ Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
- a. ☐ The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- b. ☐ Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.
11. ☒ Possessory Lien
- a. ☐ Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, Association shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, Association has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during Association's possession, even though you may be refused access to or use of the horse(s), and that Association has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.
12. ☒ General Rules and Regulations
- a. ☐ Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

other outside service provider. Association reserves the right to refuse admittance of Renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the Association premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at Association's discretion, result in the immediate expulsion of the Renters' affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters the Association grounds, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on Association grounds.

- b. ☐ All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of Association property or Renter's property, vandalism, abuse of animals, physical or verbal abuse of other Renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at Association's discretion, in immediate expulsion. In such event, Renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. Association and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

- 13. ☒ Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

ASSOCIATION AGREES:

1. ☐ To provide center office hours which will be as follows: Monday through Friday, from 8:30 a.m. to 5:00 p.m., Saturdays from 8:30 a.m. to 12:30 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and The Ranch Community Center needs.
2. ☐ To provide facility access generally allowed between 6:30 a.m. and 9:30 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on The Ranch Community Center needs; and notification of such will be communicated to Renters. All outside arena lights will be turned off at 9:30 p.m. For after hour emergencies, please call Association Security at 714-708-1588.
3. ☐ To provide entry to The Ranch Community Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. ☐ To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. ☐ To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning, daily Arena Maintenance, and general Ranch Community Center facility maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustment in feeding.

California Fair Services Authority

EXHIBIT "B"

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: 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

- 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).

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.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one 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 the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. 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.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. 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.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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 (PCC 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 (PCC 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. (PCC 10420).

9. 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.

10. Air or Water Pollution Violation (WC 13301)

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.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit W

Boarding Fee Stall Base Rates

| | |
|----------------------------|-----------------|
| 12' x 12' Single Box Stall | \$979 Monthly |
| 12' x 24' Double Box Stall | \$1,558 Monthly |

| | |
|-----------------------|---------------|
| Tack Room | \$433 Monthly |
| Horse Trailer Parking | \$167 Monthly |

| | |
|----------------------------------|---------------|
| <u>Facility Use Fee**</u> | \$400 Monthly |
|----------------------------------|---------------|

**Applies to any boarder offering paid equine programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

| | |
|---------|----------------------|
| Alfalfa | \$76 Portion/Monthly |
| Orchard | \$91 Portion/Monthly |
| Timothy | \$88 Portion/Monthly |
| Bermuda | \$71 Portion/Monthly |
| Cubes | \$50 Portion/Monthly |

Example charges:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$979 + \$76 + \$76 + \$76 = \$1,207 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$979 + \$88 + \$88 + \$50 = \$1,205 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

| | |
|--------|--------------|
| Locker | \$53 Monthly |
|--------|--------------|

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

| | |
|-----------------------------------------|--------------|
| Storage, Small (1 to 7.5 square feet) | \$28 Monthly |
| Storage, Medium (8 to 19.5 square feet) | \$55 Monthly |
| Storage, Large (20 to 25 square feet) | \$83 Monthly |

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Required Security Deposit - equal to 50% of one month's rent on any box stall, tack room and locker.

Miscellaneous

| | |
|-------------------------------------|----------------------|
| Bag of Shavings | \$12 Per Bag |
| Other special requests (Labor only) | \$50 Per Hour |
| Non-compliance Fee* | \$25 - 100 As needed |

*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Kate Riley ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: DS KR
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

12/26/2024

Executed at Orange, California on _____, 20____.

PARTICIPANT/RELEASOR

Kate Riley
402A71489317425...
Signature

Address: _____

PARENT OR GUARDIAN

Signature

Address: _____



IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

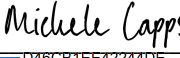
9. ☐ If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

Joanna Schielein

 By:  Date: 12/26/2024
 Title: Joanna Schielein, Renter

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626
 DocuSigned by:
 By:  Date: 12/30/2024
 Title: Michele Capps, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. ☐ No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. ☐ **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. ☐ All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter.
4. ☐ Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement.
5. ☐ Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. ☐ All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. ☐ Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. ☐ Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. ☐ Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. ☐ No Renter will be permitted to sell, use or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. ☐ All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
12. ☐ Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

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

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

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

16.□ The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key and/or code to lock to the Premises and may enter at any time.

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

18.□ 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.

19.□ The Association prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below Association property at any time without the express consent of the Association and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from Association property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, The Ranch Community Center, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF LICENSE: January 1, 2025 and ending December 31, 2025

LOCATION(S): The Ranch Community Center at the OC Fair & Event Center (hereinafter call the Association) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. ☐ That the term of this Agreement is from January 1, 2025 through December 31, 2025.
2. ☐ Renter is not a tenant or lessee and holds no rights of tenancy or leasehold in relation to the property.
3. ☐ Renter rents from Association, and Association agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at Association's customary rates and charges. Association's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. Association reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at Association's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice.
4. ☐ Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. ☐ Payment
 - a. ☐ Monthly boarding fees for each horse boarded, including box stall(s), feed, tack room(s), locker(s), non-Association owned storage container(s), and/or horse trailer parking, shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges. Checks should be made payable to the "OC Fair & Event Center".
 - b. ☐ Payment options are credit card, check, and/or cash.
 - c. ☐ Late Fees: All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. Late fees may compound.
 - d. ☐ Notice to Vacate: A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the Association, and no horse or trailer shall leave until all charges are paid in full. There will be no exceptions to this payment policy without prior arrangements with Association management. If less than two weeks' notice is provided, owners will be charged for the full two weeks.
6. ☐ Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by Renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the Renter.

7. ☐ Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. ☐ Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. ☐ For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. ☒ Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
- a. ☐ The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- b. ☐ Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.
11. ☒ Possessory Lien
- a. ☐ Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, Association shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, Association has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during Association's possession, even though you may be refused access to or use of the horse(s), and that Association has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.
12. ☒ General Rules and Regulations
- a. ☐ Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

other outside service provider. Association reserves the right to refuse admittance of Renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the Association premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at Association's discretion, result in the immediate expulsion of the Renters' affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters the Association grounds, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on Association grounds.

- b. ☐ All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of Association property or Renter's property, vandalism, abuse of animals, physical or verbal abuse of other Renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at Association's discretion, in immediate expulsion. In such event, Renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. Association and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

13. ☐ Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

ASSOCIATION AGREES:

1. ☐ To provide center office hours which will be as follows: Monday through Friday, from 8:30 a.m. to 5:00 p.m., Saturdays from 8:30 a.m. to 12:30 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and The Ranch Community Center needs.
2. ☐ To provide facility access generally allowed between 6:30 a.m. and 9:30 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on The Ranch Community Center needs; and notification of such will be communicated to Renters. All outside arena lights will be turned off at 9:30 p.m. For after hour emergencies, please call Association Security at 714-708-1588.
3. ☐ To provide entry to The Ranch Community Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. ☐ To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. ☐ To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning, daily Arena Maintenance, and general Ranch Community Center facility maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustment in feeding.

California Fair Services Authority

EXHIBIT "B"

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: 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

- 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).

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.

State of California

EXHIBIT "C"

Division of Fairs & Expositions

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one 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 the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. 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.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. 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.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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 (PCC 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 (PCC 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. (PCC 10420).

9. 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.

10. Air or Water Pollution Violation (WC 13301)

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.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit W

Boarding Fee Stall Base Rates

| | |
|----------------------------|-----------------|
| 12' x 12' Single Box Stall | \$979 Monthly |
| 12' x 24' Double Box Stall | \$1,558 Monthly |

| | |
|-----------------------|---------------|
| Tack Room | \$433 Monthly |
| Horse Trailer Parking | \$167 Monthly |

| | |
|----------------------------------|---------------|
| <u>Facility Use Fee**</u> | \$400 Monthly |
|----------------------------------|---------------|

**Applies to any boarder offering paid equine programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

| | |
|---------|----------------------|
| Alfalfa | \$76 Portion/Monthly |
| Orchard | \$91 Portion/Monthly |
| Timothy | \$88 Portion/Monthly |
| Bermuda | \$71 Portion/Monthly |
| Cubes | \$50 Portion/Monthly |

Example charges:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

$\$979 + \$76 + \$76 + \$76 = \$1,207$ (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

$\$979 + \$88 + \$88 + \$50 = \$1,205$ (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

| | |
|--------|--------------|
| Locker | \$53 Monthly |
|--------|--------------|

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

| | |
|-----------------------------------------|--------------|
| Storage, Small (1 to 7.5 square feet) | \$28 Monthly |
| Storage, Medium (8 to 19.5 square feet) | \$55 Monthly |
| Storage, Large (20 to 25 square feet) | \$83 Monthly |

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Required Security Deposit - equal to 50% of one month's rent on any box stall, tack room and locker.

Miscellaneous

| | |
|-------------------------------------|----------------------|
| Bag of Shavings | \$12 Per Bag |
| Other special requests (Labor only) | \$50 Per Hour |
| Non-compliance Fee* | \$25 - 100 As needed |

*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Joanna Schielein ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here:  _____
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

12/26/2024

Executed at Orange, California on _____, 20____.

PARTICIPANT/RELEASOR


62ED8143205D4D0

Signature

Address: _____

PARENT OR GUARDIAN

Signature

Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

FORM F-31

AGREEMENT NO. RA-EQC008-25

REVIEWED TD

DATE **12/30/2024**

FAIRTIME

APPROVED EY

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 – December 31, 2025

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

See Exhibit A and W

- | | |
|--------------------------------------------------------------------|------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <u>1</u> Box Stall (12' x 12') | <input type="checkbox"/> <u> </u> Locker (Association Owned) |
| <input type="checkbox"/> <u> </u> Double Box Stall (12' x 24') | <input type="checkbox"/> <u> </u> Storage (Non-Association Owned) |
| <input checked="" type="checkbox"/> <u>1</u> Tack Room | <input checked="" type="checkbox"/> <u>1</u> Misc. <u>Facility Use</u> |
| <input type="checkbox"/> <u> </u> Horse Trailer Parking | |

3. ☐ Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. ☐ The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Horse Boarding

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

SEE RATE SHEET (Exhibit W)

6. ☐ The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. ☐ Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "W" and "X" attached to this Agreement and incorporated by these references.

8. ☐ Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. ☐ If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

Walk Intuit Inc.

Jennifer Schilling

[Redacted Signature]

12/31/2024

By: Jennifer Schilling Date: _____

Title: **Jennifer Schilling, Renter**

32nd District Agricultural Association

88 Fair Drive

Costa Mesa, CA 92626

DocuSigned by:

12/31/2024

By: Michele Capps Date: _____

Title: **Michele Capps, Chief Business Development Officer**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. ☐ No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. ☐ **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. ☐ All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter.
4. ☐ Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement.
5. ☐ Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. ☐ All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. ☐ Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. ☐ Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. ☐ Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. ☐ No Renter will be permitted to sell, use or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. ☐ All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
12. ☐ Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

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

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

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

16.□ The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key and/or code to lock to the Premises and may enter at any time.

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

18.□ 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.

19.□ The Association prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below Association property at any time without the express consent of the Association and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from Association property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, The Ranch Community Center, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF LICENSE: January 1, 2025 and ending December 31, 2025

LOCATION(S): The Ranch Community Center at the OC Fair & Event Center (hereinafter call the Association) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. ☐ That the term of this Agreement is from January 1, 2025 through December 31, 2025.
2. ☐ Renter is not a tenant or lessee and holds no rights of tenancy or leasehold in relation to the property.
3. ☐ Renter rents from Association, and Association agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at Association's customary rates and charges. Association's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. Association reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at Association's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice.
4. ☐ Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. ☐ Payment
 - a. ☐ Monthly boarding fees for each horse boarded, including box stall(s), feed, tack room(s), locker(s), non-Association owned storage container(s), and/or horse trailer parking, shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges. Checks should be made payable to the "OC Fair & Event Center".
 - b. ☐ Payment options are credit card, check, and/or cash.
 - c. ☐ Late Fees: All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. Late fees may compound.
 - d. ☐ Notice to Vacate: A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the Association, and no horse or trailer shall leave until all charges are paid in full. There will be no exceptions to this payment policy without prior arrangements with Association management. If less than two weeks' notice is provided, owners will be charged for the full two weeks.
6. ☐ Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by Renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the Renter.

7. ☐ Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. ☐ Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. ☐ For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. ☒ Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
- a. ☐ The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- b. ☐ Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.
11. ☒ Possessory Lien
- a. ☐ Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, Association shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, Association has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during Association's possession, even though you may be refused access to or use of the horse(s), and that Association has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.
12. ☒ General Rules and Regulations
- a. ☐ Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

other outside service provider. Association reserves the right to refuse admittance of Renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the Association premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at Association's discretion, result in the immediate expulsion of the Renters' affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters the Association grounds, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on Association grounds.

b. ☐ All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of Association property or Renter's property, vandalism, abuse of animals, physical or verbal abuse of other Renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at Association's discretion, in immediate expulsion. In such event, Renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. Association and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

13. ☐ Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

ASSOCIATION AGREES:

1. ☐ To provide center office hours which will be as follows: Monday through Friday, from 8:30 a.m. to 5:00 p.m., Saturdays from 8:30 a.m. to 12:30 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and The Ranch Community Center needs.
2. ☐ To provide facility access generally allowed between 6:30 a.m. and 9:30 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on The Ranch Community Center needs; and notification of such will be communicated to Renters. All outside arena lights will be turned off at 9:30 p.m. For after hour emergencies, please call Association Security at 714-708-1588.
3. ☐ To provide entry to The Ranch Community Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. ☐ To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. ☐ To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning, daily Arena Maintenance, and general Ranch Community Center facility maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustment in feeding.

California Fair Services Authority

EXHIBIT "B"

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: 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

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).

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.

State of California

EXHIBIT "C"

Division of Fairs & Expositions

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one 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 the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. 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.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. 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.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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 (PCC 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 (PCC 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. (PCC 10420).

9. 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.

10. Air or Water Pollution Violation (WC 13301)

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.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit W

Boarding Fee Stall Base Rates

| | |
|----------------------------|-----------------|
| 12' x 12' Single Box Stall | \$979 Monthly |
| 12' x 24' Double Box Stall | \$1,558 Monthly |

| | |
|-----------------------|---------------|
| Tack Room | \$433 Monthly |
| Horse Trailer Parking | \$167 Monthly |

| | |
|----------------------------------|---------------|
| <u>Facility Use Fee**</u> | \$400 Monthly |
|----------------------------------|---------------|

**Applies to any boarder offering paid equine programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

| | |
|---------|----------------------|
| Alfalfa | \$76 Portion/Monthly |
| Orchard | \$91 Portion/Monthly |
| Timothy | \$88 Portion/Monthly |
| Bermuda | \$71 Portion/Monthly |
| Cubes | \$50 Portion/Monthly |

Example charges:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

$\$979 + \$76 + \$76 + \$76 = \$1,207$ (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

$\$979 + \$88 + \$88 + \$50 = \$1,205$ (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

| | |
|--------|--------------|
| Locker | \$53 Monthly |
|--------|--------------|

*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

| | |
|-----------------------------------------|--------------|
| Storage, Small (1 to 7.5 square feet) | \$28 Monthly |
| Storage, Medium (8 to 19.5 square feet) | \$55 Monthly |
| Storage, Large (20 to 25 square feet) | \$83 Monthly |

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Required Security Deposit - equal to 50% of one month's rent on any box stall, tack room and locker.

Miscellaneous

| | |
|-------------------------------------|----------------------|
| Bag of Shavings | \$12 Per Bag |
| Other special requests (Labor only) | \$50 Per Hour |
| Non-compliance Fee* | \$25 - 100 As needed |

*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

EXHIBIT "X"

Renter agrees to partner with Association and perform the following:

1. ☐ To provide horses for public programs including, but not limited to Ranch Community Center Discovery Days, Centennial Farm Discovery Days, Ranch After-school Program, Therapy Programs, Ranch Open House Events, etc. Association Staff to provide calendars/schedules at least 4 weeks in advance for program needs. Association Public programs to involve primarily hands-on experiences including petting, grooming, and groundwork with horses.
2. ☐ Horses must be healthy (health certificate must be provided), sound, have good temperaments, have the ability to tolerate attention by many individuals/groups (children and adults), have a low flight response, and not be shod, in order to provide the public/clients a safe experience. Horses with consistent experience used exclusively for therapy programs desired.
3. ☐ Horses must be owned/co-owned by Walk Intuit Inc. Proof of ownership and/or agreement required.
4. ☐ Horses to be accompanied by a qualified and experienced adult handler (18 years or older). Training through any of the following organizations (or similar) are acceptable:
 - PATH Intl. (Professional Association for Therapeutic Horsemanship Intl.)
 - AHCB (American Hippotherapy Certification Board)
 - EAGALA (Equine Assisted Growth and Learning Association)
5. ☐ Walk Intuit Inc. agrees to perform daily cleaning and feeding of Walk Intuit Inc. program horses (dry stall fee of \$579 per 12' x 12' box stall, per month, applied). If cleaning and feeding is requested due to unforeseen circumstances, Walk Intuit will be charged the going facility rates for services.
6. ☐ Therapy programs offered must be facilitated through the services of qualified, experienced, and certified Licensed Therapists. Copies of licenses, certifications, and/or accreditations must be on file with Association.
7. ☐ Walk Intuit Inc. to provide Association with monthly reports, due by the 7th of each month for the preceding month, to allow Association to track number of public served at the facility. Reports should include, but is not limited to the following: breakdown of programs provided to include number of public served (children/adults), number of volunteers, and volunteer hours served.
8. ☐ Walk Intuit Inc. to perform screening through Megan's Law for staff and volunteers.
9. ☐ Walk Intuit Inc. staff and volunteers must have name badges when on site.
10. ☒ Walk Intuit Inc. to submit completed 1099 IRS form.

Association Agrees:

1. ☐ To provide dry stall rate fee of \$579 per 12' x 12' box stall, per month. Should the feeding of horses and/or cleaning of 12' x 12' box stalls be requested (through outside Contractor services), the current going rate for services will be applied. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustments with feeding or cleaning.
2. ☐ To provide payment for use of Walk Intuit Inc. horses and staff at the following rates: \$100 per hour, per horse; \$50 per hour, per handler. Walk Intuit Inc. to invoice OC Fair & Event Center for use of program horses and handlers on a monthly basis with invoice due by the 7th of each month for the preceding month.
3. ☐ To provide exclusive use of designated arena when programs/sessions are being conducted. Walk Intuit Inc. to provide schedule of arena needs with The Ranch Community Center office at least 4 weeks in advance.
4. ☐ To include link to Walk Intuit Inc. on The Ranch Community Center webpage.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Jennifer Schilling ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.


I verify this statement by placing my initials here: 
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at Orange, California on 12/31/2024, 20 .

Participant/RELEASOR


76B0159143674D0...
Signature

Address: _____

PARENT OR GUARDIAN

Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

FORM F-31

AGREEMENT NO. RA-EQC009-25

REVIEWED TD

DATE **12/30/2024**

FAIRTIME

APPROVED EY

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 14 – December 31, 2025

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

See Exhibit A and W

- | | |
|--------------------------------------------------------------------|-------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <u>1</u> Box Stall (12' x 12') | <input checked="" type="checkbox"/> <u>1</u> Locker (Association Owned) |
| <input type="checkbox"/> Double Box Stall (12' x 24') | <input type="checkbox"/> Storage (Non-Association Owned) |
| <input type="checkbox"/> Tack Room | <input type="checkbox"/> Misc. _____ |
| <input type="checkbox"/> Horse Trailer Parking | |

3. ☐ Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. ☐ The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Horse Boarding

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

SEE RATE SHEET (Exhibit W)

6. ☐ The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

7. ☐ Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" and "W" attached to this Agreement and incorporated by these references.

8. ☐ Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

9. ☐ If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

Mackenze Trocoli

[Redacted Signature]

By: Mackenzie Trocoli Date: 1/2/2025
F67CF592FD8B443...
Title: Mackenze Trocoli, Renter

32nd District Agricultural Association

**88 Fair Drive
Costa Mesa, CA 92626**

DocuSigned by:
Michele Capps Date: 1/2/2025
D46CB1EE42244DE...
Title: Michele Capps, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. ☐ No Renter will be allowed to use rental space until all the preliminary requirements herein set forth have been complied with.
2. ☐ **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. ☐ All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter.
4. ☐ Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement.
5. ☐ Association will furnish necessary janitor service for restrooms, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
6. ☐ All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
7. ☐ Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
8. ☐ Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
9. ☐ Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
10. ☐ No Renter will be permitted to sell, use or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
11. ☐ All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
12. ☐ Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

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

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

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

16.□ The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key and/or code to lock to the Premises and may enter at any time.

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

18.□ 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.

19.□ The Association prohibits the use of all remotely controlled devices such as aircraft, cars, etc. No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below Association property at any time without the express consent of the Association and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio-controlled model aircraft, other devices that can be operated in airspace and remotely controlled cars/ground vehicles. Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from Association property, and/or a response from applicable law enforcement authority.

Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, The Ranch Community Center, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF LICENSE: January 14, 2025 and ending December 31, 2025

LOCATION(S): The Ranch Community Center at the OC Fair & Event Center (hereinafter call the Association) – 905 Arlington Drive, Costa Mesa, CA 92626, Gate 9

RENTER AGREES:

1. ☐ That the term of this Agreement is from January 14, 2025 through December 31, 2025.
2. ☐ Renter is not a tenant or lessee and holds no rights of tenancy or leasehold in relation to the property.
3. ☐ Renter rents from Association, and Association agrees to provide boarding services and facilities (listed in Rental Agreement) to Renter for one or more of Renter's horses at Association's customary rates and charges. Association's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. Association reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at Association's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice.
4. ☐ Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. ☐ Payment
 - a. ☐ Monthly boarding fees for each horse boarded, including box stall(s), feed, tack room(s), locker(s), non-Association owned storage container(s), and/or horse trailer parking, shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges. Checks should be made payable to the "OC Fair & Event Center".
 - b. ☐ Payment options are credit card, check, and/or cash.
 - c. ☐ Late Fees: All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. Late fees may compound.
 - d. ☐ Notice to Vacate: A minimum two weeks' notice is required when vacating horses, tack rooms, lockers or trailers from the Association, and no horse or trailer shall leave until all charges are paid in full. There will be no exceptions to this payment policy without prior arrangements with Association management. If less than two weeks' notice is provided, owners will be charged for the full two weeks.
6. ☐ Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by Renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the Renter.

7. ☐ Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. ☐ Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. ☐ For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. ☒ Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
- a. ☐ The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
- b. ☐ Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.
11. ☒ Possessory Lien
- a. ☐ Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, Association shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, Association has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during Association's possession, even though you may be refused access to or use of the horse(s), and that Association has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.
12. ☒ General Rules and Regulations
- a. ☐ Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

other outside service provider. Association reserves the right to refuse admittance of Renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the Association premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at Association's discretion, result in the immediate expulsion of the Renters' affiliates, including any employees, assistants, agents, family members and guests. When Renter and any affiliates, including any employees, assistants, agents, family members and guests enters the Association grounds, Renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on Association grounds.

- b. ☐ All Renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Please be mindful of language used while on property. Theft, use of alcohol or narcotics, flagrant damage of or destruction of Association property or Renter's property, vandalism, abuse of animals, physical or verbal abuse of other Renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at Association's discretion, in immediate expulsion. In such event, Renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. Association and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.

13. ☐ Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook ocfair.com/ranchpolicies.

ASSOCIATION AGREES:

1. ☐ To provide center office hours which will be as follows: Monday through Friday, from 8:30 a.m. to 5:00 p.m., Saturdays from 8:30 a.m. to 12:30 p.m., and closed on Sundays. The office will be closed on holidays. Office hours may vary during the annual OC Fair and The Ranch Community Center needs.
2. ☐ To provide facility access generally allowed between 6:30 a.m. and 9:30 p.m. for Renters and/or their affiliates. Access to arenas, round pens and other facility areas may vary based on The Ranch Community Center needs; and notification of such will be communicated to Renters. All outside arena lights will be turned off at 9:30 p.m. For after hour emergencies, please call Association Security at 714-708-1588.
3. ☐ To provide entry to The Ranch Community Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. ☐ To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. ☐ To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning, daily Arena Maintenance, and general Ranch Community Center facility maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify Association management and make appropriate arrangements for any adjustment in feeding.

California Fair Services Authority

EXHIBIT "B"

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: 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

- 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).

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.

State of California

EXHIBIT "C"

Division of Fairs & Expositions

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one 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 the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. 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.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. 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.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

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

8. Conflict of Interest (PCC 10410, 10411, 10420)

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 (PCC 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 (PCC 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. (PCC 10420).

9. 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.

10. Air or Water Pollution Violation (WC 13301)

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.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit W

Boarding Fee Stall Base Rates

| | |
|----------------------------|-----------------|
| 12' x 12' Single Box Stall | \$979 Monthly |
| 12' x 24' Double Box Stall | \$1,558 Monthly |
| Tack Room | \$433 Monthly |
| Horse Trailer Parking | \$167 Monthly |

Facility Use Fee**

\$400 Monthly

**Applies to any boarder offering paid equine programs.

Feed Prices per 1 portion (feed prices based on market rates)(See examples below)

| | |
|---------|----------------------|
| Alfalfa | \$76 Portion/Monthly |
| Orchard | \$91 Portion/Monthly |
| Timothy | \$88 Portion/Monthly |
| Bermuda | \$71 Portion/Monthly |
| Cubes | \$50 Portion/Monthly |

Example charges:

Example 1. 12' x 12' Box stall + feeding of 2 flakes of alfalfa in AM and 1 flake of alfalfa in PM.

\$979 + \$76 + \$76 + \$76 = \$1,207 (3 portions of feed per month)

Example 2. 12' x 12' Box stall + feeding of 2 flakes of timothy in AM and 1 bucket of cubes in PM.

\$979 + \$88 + \$88 + \$50 = \$1,205 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

*Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Lockers (OCFEC owned)

| | |
|--------|--------------|
| Locker | \$53 Monthly |
|--------|--------------|

*Locker availability is limited.

Storage Containers (Non-OCFEC owned)**

| | |
|-----------------------------------------|--------------|
| Storage, Small (1 to 7.5 square feet) | \$28 Monthly |
| Storage, Medium (8 to 19.5 square feet) | \$55 Monthly |
| Storage, Large (20 to 25 square feet) | \$83 Monthly |

**Storage containers not included in fee and space availability is limited. Applies to privately owned storage containers placed in an area other than in front of your rental stall. OCFEC does not supply additional storage containers. Containers must be approved by OCFEC prior to placement. Any additional equipment not housed in a tack room/storage, OCFEC-owned locker, and/or privately owned storage container, are subject to fees.

Required Security Deposit - equal to 50% of one month's rent on any box stall, tack room and locker.

Miscellaneous

| | |
|-------------------------------------|----------------------|
| Bag of Shavings | \$12 Per Bag |
| Other special requests (Labor only) | \$50 Per Hour |
| Non-compliance Fee* | \$25 - 100 As needed |

*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Mackenzie Trocoli ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: Initial
Mt
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at Orange, California on 1/2/2025, 20 .

Participant/RELEASOR

Mackenzie Trocoli
F67CF592FD8B443...
Signature

Address: _____

PARENT OR GUARDIAN

Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-010-25**

DATE **December 19, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

April 28 - May 5, 2025

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

See Exhibit A

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

OC Marathon

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

\$111,882.75

(Final Settlement subject to \$124,000.00 Minimum Guarantee terms as specified on Exhibit A)

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

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

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

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

**The OC Marathon
3100 Airway Avenue
Costa Mesa, CA 92626**

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

By: _____ Date: _____
Title: Gary Kutscher, Chief Executive Officer

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

EXHIBIT A

| Event Information | | | |
|------------------------------------------------|--------------------------------|---------------------------------------|------------------------------------------------------------------------|
| Event Name: | OC Marathon | Contract No: | R-010-25 |
| Contact Person: | Gary Kutscher | Phone: | (714) 330-8048 |
| Event Date: | 05/02/2025 - 05/04/2025 | Hours: | Expo: Friday: 3:00 PM - 7:00 PM Saturday: 10:00 AM - 5:00 PM |
| | | Kids Run: | Saturday: 8:00 AM - 12:00 PM |
| | | 5K Festival: | Saturday: 2:00 PM - 7:00 PM |
| | | 5K Run: | Saturday: 5:00 PM - 7:00 PM |
| | | OC Marathon: | Sunday: 5:30 AM - 1:00 PM |
| | | Projected Attendance Marathon: | 17,000 |
| Admission Price: | \$50.00 - \$205.00 | Projected Attendance Kids Run: | 8,000 |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance 5K Run: | 2,500 |
| Facility Rental Fees | | | |
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
| Monday | | | |
| Portion (10%) of Main Mall - Hoag Set Up | 04/28/2025 06:00 AM - 11:59 PM | Move In | 97.50 |
| Tuesday | | | |
| Portion (10%) of Main Mall - Hoag Set Up | 04/29/2025 06:00 AM - 11:59 PM | Move In | 97.50 |
| Wednesday | | | |
| Costa Mesa Building (#10) - Expo | 04/30/2025 06:00 AM - 11:00 PM | Move In | 2,412.50 |
| Main Mall - 5K/Marathon | 04/30/2025 06:00 AM - 11:00 PM | Move In | Included |
| Thursday | | | |
| Costa Mesa Building (#10) - Expo | 05/01/2025 06:00 AM - 11:00 PM | Move In | 2,412.50 |
| Main Mall - 5K/Marathon | 05/01/2025 06:00 AM - 11:00 PM | Move In | Included |
| Santa Ana Pavilion (Parade of Products) | 05/01/2025 06:00 AM - 11:00 PM | Move In | Included |
| Friday | | | |
| Crafters Village - Kids Run | 05/02/2025 12:00 PM - 08:00 PM | Move In | 675.00 |
| Main Mall - 5K/Marathon | 05/02/2025 12:00 PM - 08:00 PM | Move In | Included |
| Park Plaza - Kids Run | 05/02/2025 12:00 PM - 08:00 PM | Move In | 875.00 |
| Costa Mesa Building (#10) - Expo | 05/02/2025 03:00 PM - 07:00 PM | Event | 4,825.00 |
| Santa Ana Pavilion (Parade of Products) - Expo | 05/02/2025 03:00 PM - 07:00 PM | Event | Included |
| Saturday | | | |
| Crafters Village - Kids Run | 05/03/2025 08:00 AM - 12:00 PM | Event | 1,350.00 |
| Park Plaza - Kids Run | 05/03/2025 08:00 AM - 12:00 PM | Event | 1,750.00 |
| Costa Mesa Building (#10) - Expo | 05/03/2025 10:00 AM - 05:00 PM | Event | 4,825.00 |
| Santa Ana Pavilion (Parade of Products) - Expo | 05/03/2025 10:00 AM - 05:00 PM | Event | Included |
| Main Mall - 5K | 05/03/2025 02:00 PM - 07:00 PM | Event | Included |
| Streets - 5K | 05/03/2025 02:00 PM - 07:00 PM | Event | 1,525.00 |
| Sunday | | | |
| Campground - For Trucks, Water & Supplies | 05/04/2025 05:30 AM - 03:00 PM | Event | 2,650.00 |
| Country Meadows - Marathon | 05/04/2025 05:30 AM - 03:00 PM | Event | 2,150.00 |
| Main Mall - Marathon | 05/04/2025 05:30 AM - 03:00 PM | Event | 1,950.00 |
| Streets - Marathon | 05/04/2025 05:30 AM - 03:00 PM | Event | 1,525.00 |
| Sunday | 05/05/2025 06:00 AM - 11:59 AM | Move Out | No Charge |
| Total: | | | 29,120.00 |

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

EXHIBIT A

Event Information

Move out must be completed by 11:59 AM Monday - May 5, 2025 to avoid additional charges.

2025 agreement provides for exclusive use of District's (OCFEC) parking lots (EQC parking area not included) during dates of this event.

2026 exclusive use is subject to annual review and mutually agreed upon amendment.

All Facility Rental Fees for 2026 are subject to change and shall be based upon the then applicable approved rates.

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | | <u>Rate</u> | | <u>Actual</u> |
|--------------------------------------|-------------------------|--------------|-----|-------------|--------|---------------|
| 10 MB Internet - Kids Run | 05/03/2025 | 1.00 | EA | 150.00 | EA/DAY | 150.00 |
| 10 MB Internet - Main Mall | 05/03/2025 - 05/04/2025 | 1.00 | EA | 150.00 | EA/DAY | 300.00 |
| 10 MB Internet - Office | 05/01/2025 - 05/04/2025 | 1.00 | EA | 150.00 | EA/DAY | 600.00 |
| 20 Amp Drop | Estimate 5 | 5.00 | EA | 25.00 | EA | 125.00 |
| 50 Amp Drop | Estimate 4 | 4.00 | EA | 70.00 | EA | 280.00 |
| 100 Amp Drop | Estimate 3 | 3.00 | EA | 180.00 | EA | 540.00 |
| 40 Yard Dumpster | Estimate 6 | 6.00 | EA | 234.00 | EA | 1,404.00 |
| Audio Mixer | Estimate 1 | 1.00 | EA | 35.00 | EA | 35.00 |
| Barricade (Plastic) | Estimate 50 | 50.00 | EA | 15.00 | EA | 750.00 |
| Bleacher (100 Seat Section) | Estimate 4 | 4.00 | EA | 250.00 | EA | 1,000.00 |
| Cable Ramp | Estimate 14 | 14.00 | EA | 15.00 | EA | 210.00 |
| Chair (Individual) | TBD | TBD | EA | 2.50 | EA | TBD |
| Dumpster | TBD | TBD | EA | 20.00 | EA | TBD |
| Electrical Splitter Box | Estimate 18 | 18.00 | EA | 55.00 | EA | 990.00 |
| Electrical Usage Rate | Estimate Only | 1.00 | EA | 5,350.00 | EVT | 5,350.00 |
| Forklift | Estimate 31 Hours | 31.00 | HR | 75.00 | HR | 2,325.00 |
| Forklift (40 Yard Dumpster) | Estimate 27 Hours | 27.00 | HR | 75.00 | HR | 2,025.00 |
| Forklift (Fence) | Estimate 13 Hours | 13.00 | HR | 75.00 | HR | 975.00 |
| Information Booth | Estimate 2 | 2.00 | EA | 150.00 | EA | 300.00 |
| Man Lift | Estimate 28 Hours | 28.00 | HR | 75.00 | HR | 2,100.00 |
| Marquee Board | 04/07/2025 - 05/04/2025 | 4.00 | WK | Included | | Included |
| Picnic Table (Rectangular & Round) | Estimate 40 | 40.00 | EA | 15.00 | EA | 600.00 |
| Portable Electronic Message Board | 05/02/2025 - 05/04/2025 | 2.00 | EA | 75.00 | EA/DAY | 450.00 |
| Public Address System (Per Building) | 05/02/2025 - 05/03/2025 | 1.00 | EA | 75.00 | EA/DAY | 150.00 |
| Scissor Lift | TBD | TBD | HR | 75.00 | HR | TBD |
| Stanchion | TBD | TBD | EA | 5.00 | EA | TBD |
| Sweeper (In-House) | Estimate 14 Hours | 14.00 | HR | 75.00 | HR | 1,050.00 |
| Tonnage Weight (40 Yard Dumpster) | Estimate 13 Tons | 13.00 | TON | 90.00 | TON | 1,170.00 |
| Wireless Internet Router | TBD | TBD | EA | 75.00 | EA | TBD |
| Wireless Microphone | Estimate 1 | 1.00 | EA | 50.00 | EA | 50.00 |

Total: 22,929.00

Reimbursable Personnel and Services Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | | <u>Rate</u> | | <u>Actual</u> |
|-----------------------------|------------------------------|--------------|----|-------------|----|---------------|
| <u>Event Operations</u> | | | | | | |
| Set Up | | | | | | |
| Grounds Attendant Lead | Estimate 8 Hours | 8.00 | HR | 34.00 | HR | 272.00 |
| Grounds Attendant | Estimate 50 Hours | 50.00 | HR | 29.00 | HR | 1,450.00 |
| Grounds Attendant (Fencing) | Estimate 6 Hours | 6.00 | HR | 29.00 | HR | 174.00 |
| Janitorial Attendant | Estimate 40 Hours | 40.00 | HR | 29.00 | HR | 1,160.00 |
| Electrician | Estimate 19 Hours | 19.00 | HR | 72.50 | HR | 1,377.50 |
| Event Day | | | | | | |
| Expo 3:00 PM - 7:00 PM | | | | | | |
| Grounds Attendant Lead | 05/02/2025 01:00PM - 07:00PM | 1.00 | EA | 34.00 | HR | 204.00 |
| Grounds Attendant | 05/02/2025 01:00PM - 07:00PM | 3.00 | EA | 29.00 | HR | 522.00 |
| Janitorial Attendant | 05/02/2025 07:00AM - 01:00PM | 2.00 | EA | 29.00 | HR | 348.00 |

EXHIBIT A

| Event Information | | | | | | |
|--------------------------------------------------------------|------------------------------|-------|----|-------|----|----------|
| Janitorial Attendant | 05/02/2025 01:00PM - 07:00PM | 4.00 | EA | 29.00 | HR | 696.00 |
| Electrician | 05/02/2025 01:00PM - 07:00PM | 1.00 | EA | 72.50 | HR | 435.00 |
| Kids Run 8:00 AM - 12:00 PM / Expo 10:00 AM - 5:00 PM | | | | | | |
| Grounds Attendant Lead | 05/03/2025 06:00AM - 05:00PM | 1.00 | EA | 34.00 | HR | 374.00 |
| Grounds Attendant | 05/03/2025 06:00AM - 05:00PM | 3.00 | EA | 29.00 | HR | 957.00 |
| Janitorial Attendant Lead | 05/03/2025 06:00AM - 05:00PM | 1.00 | EA | 34.00 | HR | 374.00 |
| Janitorial Attendant | 05/03/2025 06:00AM - 05:00PM | 12.00 | EA | 29.00 | HR | 3,828.00 |
| Electrician | 05/03/2025 06:00AM - 05:00PM | 1.00 | EA | 72.50 | HR | 797.50 |
| 5K Festival 2:00 PM - 7:00 PM / 5K 5:00 PM - 7:00 PM | | | | | | |
| Grounds Attendant Lead | 05/03/2025 01:00PM - 08:00PM | 1.00 | EA | 34.00 | HR | 238.00 |
| Grounds Attendant | 05/03/2025 01:00PM - 08:00PM | 3.00 | EA | 29.00 | HR | 609.00 |
| Janitorial Attendant Lead | 05/03/2025 01:00PM - 08:00PM | 1.00 | EA | 34.00 | HR | 238.00 |
| Janitorial Attendant | 05/03/2025 01:00PM - 08:00PM | 8.00 | EA | 29.00 | HR | 1,624.00 |
| Janitorial Attendant | 05/03/2025 06:00PM - 10:00PM | 2.00 | EA | 29.00 | HR | 232.00 |
| Electrician | 05/03/2025 01:00PM - 08:00PM | 1.00 | EA | 72.50 | HR | 507.50 |
| OC Marathon 5:30 AM - 1:00 PM | | | | | | |
| Grounds Attendant Lead | 05/04/2025 04:30AM - 03:00PM | 1.00 | EA | 34.00 | HR | 357.00 |
| Grounds Attendant | 05/04/2025 04:30AM - 03:00PM | 3.00 | EA | 29.00 | HR | 913.50 |
| Janitorial Attendant Lead | 05/04/2025 04:30AM - 03:00PM | 1.00 | EA | 34.00 | HR | 357.00 |
| Janitorial Attendant | 05/04/2025 04:30AM - 03:00PM | 14.00 | EA | 29.00 | HR | 4,263.00 |
| Janitorial Attendant | 05/04/2025 07:00AM - 03:00PM | 2.00 | EA | 29.00 | HR | 464.00 |
| Electrician | 05/04/2025 04:30AM - 03:00PM | 1.00 | EA | 72.50 | HR | 761.25 |
| Clean Up | | | | | | |
| Grounds Attendant Lead | Estimate 8 Hours | 8.00 | HR | 34.00 | HR | 272.00 |
| Grounds Attendant | Estimate 44 Hours | 44.00 | HR | 29.00 | HR | 1,276.00 |
| Grounds Attendant (Fencing) | Estimate 5 Hours | 5.00 | HR | 29.00 | HR | 145.00 |
| Janitorial Attendant | Estimate 32 Hours | 32.00 | HR | 29.00 | HR | 928.00 |
| Electrician | Estimate 11 Hours | 11.00 | HR | 72.50 | HR | 797.50 |
| <u>Event Sales & Services</u> | | | | | | |
| Event Coordinator | 05/02/2025 01:00PM - 07:00PM | 1.00 | EA | 56.00 | HR | 336.00 |
| Event Coordinator | 05/03/2025 06:00AM - 08:00PM | 1.00 | EA | 56.00 | HR | 784.00 |
| Event Coordinator | 05/04/2025 03:00AM - 03:00PM | 1.00 | EA | 56.00 | HR | 672.00 |
| <u>Parking</u> | | | | | | |
| Set Up | | | | | | |
| Parking Attendant Lead | Estimate 10 Hours | 10.00 | HR | 34.00 | HR | 340.00 |
| Parking Attendant | Estimate 30 Hours | 30.00 | HR | 29.00 | HR | 870.00 |
| Event Day | | | | | | |
| Parking Attendant Lead - Kids Run | 05/03/2025 06:00AM - 01:00PM | 1.00 | EA | 34.00 | HR | 238.00 |
| Parking Attendant Lead - 5K | 05/03/2025 02:00PM - 08:00PM | 1.00 | EA | 34.00 | HR | 204.00 |
| Parking Attendant - Kids Run | 05/03/2025 06:00AM - 01:00PM | 3.00 | EA | 29.00 | HR | 609.00 |
| Parking Attendant - 5K | 05/03/2025 02:00PM - 08:00PM | 3.00 | EA | 29.00 | HR | 522.00 |
| Course Set Up | | | | | | |
| Parking Attendant Lead | 05/04/2025 01:00AM - 06:00AM | 1.00 | EA | 34.00 | HR | 170.00 |
| Parking Attendant | 05/04/2025 01:00AM - 06:00AM | 3.00 | EA | 29.00 | HR | 435.00 |

EXHIBIT A

Event Information

Course Teardown

| | | | | | | |
|------------------------|------------------------------|------|----|-------|----|--------|
| Parking Attendant Lead | 05/04/2025 02:00PM - 06:00PM | 1.00 | EA | 34.00 | HR | 136.00 |
| Parking Attendant | 05/04/2025 02:00PM - 06:00PM | 1.00 | EA | 29.00 | HR | 116.00 |

Safety & Security

Set Up

| | | | | | | |
|--------------------------------|------------------------------|------|----|-------|----|----------|
| Security Attendant | 04/30/2025 05:00PM - 12:00AM | 1.00 | EA | 29.00 | HR | 203.00 |
| Security Attendant - Overnight | 04/30/2025 05:00PM - 08:00AM | 2.00 | EA | 29.00 | HR | 870.00 |
| Security Attendant | 05/01/2025 08:00AM - 05:00PM | 2.00 | EA | 29.00 | HR | 522.00 |
| Security Attendant - Overnight | 05/01/2025 05:00PM - 08:30AM | 4.00 | EA | 29.00 | HR | 1,798.00 |

Event Day

Expo 3:00 PM - 7:00 PM

| | | | | | | |
|--------------------------------|------------------------------|-------|----|-------|----|----------|
| Security Attendant Lead - Expo | 05/02/2025 02:00PM - 07:30PM | 1.00 | EA | 34.00 | HR | 187.00 |
| Security Attendant - Expo | 05/02/2025 02:00PM - 07:30PM | 10.00 | EA | 29.00 | HR | 1,595.00 |
| Security Attendant - Overnight | 05/02/2025 05:00PM - 08:00AM | 2.00 | EA | 29.00 | HR | 870.00 |
| Security Attendant - Overnight | 05/02/2025 07:30PM - 08:00AM | 2.00 | EA | 29.00 | HR | 725.00 |

Kids Run 8:00 AM - 12:00 PM / Expo 10:00 AM - 5:00 PM

| | | | | | | |
|-----------------------------------------|------------------------------|-------|----|-------|----|----------|
| Security Attendant Lead - Kids Run/Expo | 05/03/2025 07:00AM - 05:30PM | 1.00 | EA | 34.00 | HR | 357.00 |
| Security Attendant - Kids Run | 05/03/2025 07:00AM - 12:30PM | 16.00 | EA | 29.00 | HR | 2,552.00 |
| Security Attendant - Expo | 05/03/2025 08:00AM - 05:30PM | 2.00 | EA | 29.00 | HR | 551.00 |
| Security Attendant - Expo | 05/03/2025 09:00AM - 05:30PM | 6.00 | EA | 29.00 | HR | 1,479.00 |

5K Festival 2:00 PM - 7:00 PM / 5K 5:00 PM - 7:00 PM

| | | | | | | |
|--------------------------------|------------------------------|-------|----|-------|----|----------|
| Security Attendant Lead - 5K | 05/03/2025 01:00PM - 08:00PM | 1.00 | EA | 34.00 | HR | 238.00 |
| Security Attendant - 5K | 05/03/2025 01:00PM - 08:00PM | 11.00 | EA | 29.00 | HR | 2,233.00 |
| Security Attendant - Overnight | 05/03/2025 08:00PM - 06:00AM | 2.00 | EA | 29.00 | HR | 580.00 |

OC Marathon 5:30 AM - 1:00 PM

| | | | | | | |
|---------------------------------|------------------------------|-------|----|-------|----|----------|
| Security Attendant Lead | 05/04/2025 03:30AM - 03:00PM | 1.00 | EA | 34.00 | HR | 391.00 |
| Security Attendant - Bus Loader | 05/04/2025 03:30AM - 01:00PM | 5.00 | EA | 29.00 | HR | 1,377.50 |
| Security Attendant | 05/04/2025 05:00AM - 01:00PM | 7.00 | EA | 29.00 | HR | 1,624.00 |
| Security Attendant | 05/04/2025 07:00AM - 01:00PM | 14.00 | EA | 29.00 | HR | 2,436.00 |
| Security Attendant - Overnight | 05/04/2025 02:00PM - 08:00AM | 1.00 | EA | 29.00 | HR | 522.00 |

Technology

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

Outside Services

| | | | | | | |
|--------------------------------------|----------------------------------------------------|------|----|--------|--------|--------|
| Sound Engineer | 05/03/2025 | 1.00 | EA | 845.00 | EA/DAY | 845.00 |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR | 394.50 |
| Trash Collection & Sweeping Services | TBD | TBD | EA | TBD | EVT | TBD |

Total: 54,833.75

Summary

| | |
|----------------------------------------------------------------|-------------|
| Facility Rental Total | \$29,120.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$77,762.75 |
| Refundable Deposit | \$5,000.00 |

Grand Total: \$111,882.75

EXHIBIT A

Event Information

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|---------------------|---------------------|
| First Payment | <i>Upon Signing</i> | \$27,970.75 |
| Second Payment | 01/28/2025 | \$27,970.75 |
| Third Payment | 02/28/2025 | \$27,970.75 |
| Fourth Payment | 03/28/2025 | \$27,970.50 |
| Total: | | \$111,882.75 |

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

APPROVED BOOKING OF ADJOINING EVENT – OC MARATHON

If OCFEC proposes booking of another compatible event to occur during the dates of this agreement, and the event is approved by the OC Marathon, then Parking Sales and Food & Beverage Commissions derived from the approved event will apply to the calculation of the \$124,000 minimum guarantee. Facility Rental Fees and Reimbursable Personnel/Outside Services Fees realized by OCFEC from the approved event will not apply to the calculation of the \$124,000 minimum guarantee.

CANNABIS EVENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

GUARANTEE

The OC Marathon guarantees the OC Fair & Event Center (OCFEC) a minimum of \$124,000 in annual event revenues in 2025 derived from Facility Rental Fees, Parking Sales and Food & Beverage (F&B) Commissions, and then the applicable base minimum for each contracted event year through 2026 is subject to an escalator rate not to exceed 3% annually. Equipment Fees and Reimbursable Personnel/Outside Services Fees are not applicable to calculation of each year's minimum guarantee.

EXHIBIT A

Event Information

INFLATABLE AMUSEMENTS AND ATTRACTIONS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SETTLEMENT

OCFEC will prepare a detailed settlement summary comparing all actual reimbursable expenses to contracted expenses within ten (10) business days of conclusion of the event. Any net amount due will be invoiced, and any net credit will be refunded. At the same time, a reconciliation of total event revenues (Facility Rental Fees, Parking Sales and F&B Commissions) will be completed, and any shortfall against the \$124,000 minimum guarantee will be invoiced and be payable immediately upon receipt.

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-012-25**

DATE **December 3, 2024**

REVIEWED _____

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

April 3 - 7, 2025

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

See Exhibit A

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

OC Japan Fair

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

\$188,963.50

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

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

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

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

Adentope, Inc. dba Japan Product Promotion
1405 Marceline Avenue, #104
Torrance, CA 90501

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

By _____ Date: _____
Title: Masataka Taguchi, Producer

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

EXHIBIT A

| Event Information | | | |
|----------------------------------|--------------------------------|------------------------------|-------------------------------------------------------------------------------------------|
| Event Name: | OC Japan Fair | Contract No: | R-012-25 |
| Contact Person: | Masataka Taguchi | Phone: | (310) 782-8279 |
| Event Date: | 04/04/2025 - 04/06/2025 | Hours: | Friday: 4:00 PM - 10:00 PM Saturday: 12:00 PM - 10:00 PM Sunday: 11:00 AM - 7:00 PM |
| Admission Price: | \$15.00 | | |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance: | 20,000 |
| Facility Rental Fees | | | |
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
| Thursday | | | |
| Anaheim Building (#16) | 04/03/2025 07:00 AM - 05:00 PM | Move In | 1,362.50 |
| Los Alamitos Building (#14) | 04/03/2025 07:00 AM - 05:00 PM | Move In | 1,712.50 |
| ½ Main Mall | 04/03/2025 07:00 AM - 05:00 PM | Move In | 487.50 |
| Parking Lot I | 04/03/2025 07:00 AM - 05:00 PM | Move In | 1,125.00 |
| The Hangar | 04/03/2025 07:00 AM - 05:00 PM | Move In | 2,012.50 |
| Friday | | | |
| Anaheim Building (#16) | 04/04/2025 04:00 PM - 10:00 PM | Event | 2,725.00 |
| Los Alamitos Building (#14) | 04/04/2025 04:00 PM - 10:00 PM | Event | 3,425.00 |
| ½ Main Mall | 04/04/2025 04:00 PM - 10:00 PM | Event | 975.00 |
| OC Promenade (Span) | 04/04/2025 04:00 PM - 10:00 PM | Event | 2,725.00 |
| Parking Lot I | 04/04/2025 04:00 PM - 10:00 PM | Event | 2,250.00 |
| The Hangar | 04/04/2025 04:00 PM - 10:00 PM | Event | 4,025.00 |
| Saturday | | | |
| Anaheim Building (#16) | 04/05/2025 12:00 PM - 10:00 PM | Event | 2,725.00 |
| Los Alamitos Building (#14) | 04/05/2025 12:00 PM - 10:00 PM | Event | 3,425.00 |
| ½ Main Mall | 04/05/2025 12:00 PM - 10:00 PM | Event | 975.00 |
| OC Promenade (Span) | 04/05/2025 12:00 PM - 10:00 PM | Event | 2,725.00 |
| Parking Lot I | 04/05/2025 12:00 PM - 10:00 PM | Event | 2,250.00 |
| The Hangar | 04/05/2025 12:00 PM - 10:00 PM | Event | 4,025.00 |
| Sunday | | | |
| Anaheim Building (#16) | 04/06/2025 11:00 AM - 07:00 PM | Event | 2,725.00 |
| Los Alamitos Building (#14) | 04/06/2025 11:00 AM - 07:00 PM | Event | 3,425.00 |
| ½ Main Mall | 04/06/2025 11:00 AM - 07:00 PM | Event | 975.00 |
| OC Promenade (Span) | 04/06/2025 11:00 AM - 07:00 PM | Event | 2,725.00 |
| Parking Lot I | 04/06/2025 11:00 AM - 07:00 PM | Event | 2,250.00 |
| The Hangar | 04/06/2025 11:00 AM - 07:00 PM | Event | 4,025.00 |
| Monday | | | |
| Anaheim Building (#16) | 04/07/2025 07:00 AM - 11:59 AM | Move Out | No Charge |
| Los Alamitos Building (#14) | 04/07/2025 07:00 AM - 11:59 AM | Move Out | No Charge |
| ½ Main Mall | 04/07/2025 07:00 AM - 11:59 AM | Move Out | No Charge |
| OC Promenade (Span) | 04/07/2025 07:00 AM - 11:59 AM | Move Out | No Charge |
| Parking Lot I | 04/07/2025 07:00 AM - 11:59 AM | Move Out | No Charge |
| The Hangar | 04/07/2025 07:00 AM - 11:59 AM | Move Out | No Charge |
| Total: | | | 55,075.00 |

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

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

EXHIBIT A

| Event Information | | | | | | |
|------------------------------------------|------------------------------|--------|-----|----------|--------|-----------|
| Estimated Equipment Fees | | | | | | |
| Description | Date-Time | Units | | Rate | | Actual |
| 20 Amp Drop | Estimate 10 | 10.00 | EA | 25.00 | EA | 250.00 |
| 50 Amp Drop | Estimate 1 | 1.00 | EA | 70.00 | EA | 70.00 |
| 100 Amp Drop | Estimate 3 | 3.00 | EA | 180.00 | EA | 540.00 |
| 200 Amp Drop | Estimate 2 | 2.00 | EA | 360.00 | EA | 720.00 |
| 400 Amp Drop | Estimate 1 | 1.00 | EA | 720.00 | EA | 720.00 |
| 4-Channel Audio Mixer | Estimate 1 | 1.00 | EA | 35.00 | EA | 35.00 |
| 40 Yard Dumpster | Estimate 16 | 16.00 | EA | 232.00 | EA | 3,712.00 |
| Barricade (Plastic) | Estimate 36 | 36.00 | EA | 15.00 | EA | 540.00 |
| Cable Ramp | Estimate 150 | 150.00 | EA | 15.00 | EA | 2,250.00 |
| Dumpster | TBD | TBD | EA | 20.00 | EA | TBD |
| Electrical Splitter Box | Estimate 90 | 90.00 | EA | 55.00 | EA | 4,950.00 |
| Electrical Usage Rate | Estimate Only | 1.00 | EA | 4,000.00 | EVT | 4,000.00 |
| EVOLV - Weapon Detection System | 04/04/2025 - 04/06/2025 | 1.00 | EA | 800.00 | EA/DAY | 2,400.00 |
| Forklift | Estimate 125 Hours | 125.00 | HR | 75.00 | HR | 9,375.00 |
| Forklift (40 Yard Dumpsters) | Estimate 48 Hours | 48.00 | HR | 75.00 | HR | 3,600.00 |
| Hang Tag - 3 Day | Estimate 100 | 100.00 | EA | 18.00 | EA | 1,800.00 |
| Man Lift | Estimate 13 Hours | 13.00 | HR | 75.00 | HR | 975.00 |
| Marquee Board | 03/10/2025 - 04/06/2025 | 4.00 | WK | Included | | Included |
| Picnic Table (Rectangular & Round) | Estimate 200 | 200.00 | EA | 15.00 | EA | 3,000.00 |
| Portable Electronic Message Board | 04/04/2025 - 04/06/2025 | 2.00 | EA | 75.00 | EA/DAY | 450.00 |
| Portable Light Pole | Estimate 4 | 4.00 | EA | 100.00 | EA | 400.00 |
| Pressure Washer | TBD | TBD | HR | 75.00 | HR | TBD |
| Public Address System (Per Building) | 04/04/2025 - 04/06/2025 | 1.00 | EA | 75.00 | EA/DAY | 225.00 |
| Scissor Lift | Estimate 12 Hours | 12.00 | HR | 75.00 | HR | 900.00 |
| Stanchion | Estimate 20 | 20.00 | EA | 5.00 | EA | 100.00 |
| Sweeper (In-House) | Estimate 20 Hours | 20.00 | HR | 75.00 | HR | 1,500.00 |
| Ticket Booth (Double Window) | Estimate 2 | 2.00 | EA | 100.00 | EA | 200.00 |
| Tonnage Weight (40 Yard Dumpster) | Estimate 40 Tons | 40.00 | TON | 80.00 | TON | 3,200.00 |
| Umbrella w/Stand | Estimate 170 | 170.00 | EA | 15.00 | EA | 2,550.00 |
| Total: | | | | | | 48,462.00 |
| Reimbursable Personnel and Services Fees | | | | | | |
| Description | Date-Time | Units | | Rate | | Actual |
| <u>Event Operations</u> | | | | | | |
| Set Up | | | | | | |
| Grounds Attendant Lead | Estimate 16 Hours | 16.00 | HR | 34.00 | HR | 544.00 |
| Grounds Attendant | Estimate 60 Hours | 60.00 | HR | 29.00 | HR | 1,740.00 |
| Janitorial Attendant | Estimate 28 Hours | 28.00 | HR | 29.00 | HR | 812.00 |
| Electrician | Estimate 64 Hours | 64.00 | HR | 72.50 | HR | 4,640.00 |
| Plumber | Estimate 8 Hours | 8.00 | HR | 72.50 | HR | 580.00 |
| Event Day | | | | | | |
| Grounds Attendant Lead | 04/04/2025 02:00PM - 11:00PM | 1.00 | EA | 34.00 | HR | 306.00 |
| Grounds Attendant | 04/04/2025 02:00PM - 11:00PM | 6.00 | EA | 29.00 | HR | 1,566.00 |
| Janitorial Attendant Lead | 04/04/2025 02:00PM - 11:00PM | 1.00 | EA | 34.00 | HR | 306.00 |
| Janitorial Attendant | 04/04/2025 02:00PM - 11:00PM | 22.00 | EA | 29.00 | HR | 5,742.00 |
| Electrician | 04/04/2025 02:00PM - 11:00PM | 1.00 | EA | 72.50 | HR | 652.50 |

EXHIBIT A

| Event Information | | | | | | |
|------------------------------------------|--------------------------------|-------|----|--------|--------|----------|
| Grounds Attendant Lead | 04/05/2025 11:00AM - 11:00PM | 1.00 | EA | 34.00 | HR | 408.00 |
| Grounds Attendant | 04/05/2025 11:00AM - 11:00PM | 6.00 | EA | 29.00 | HR | 2,088.00 |
| Janitorial Attendant Lead | 04/05/2025 11:00AM - 11:00PM | 1.00 | EA | 34.00 | HR | 408.00 |
| Janitorial Attendant | 04/05/2025 11:00AM - 11:00PM | 22.00 | EA | 29.00 | HR | 7,656.00 |
| Electrician | 04/05/2025 11:00AM - 11:00PM | 1.00 | EA | 72.50 | HR | 870.00 |
| Grounds Attendant Lead | 04/06/2025 10:00AM - 08:00PM | 1.00 | EA | 34.00 | HR | 340.00 |
| Grounds Attendant | 04/06/2025 10:00AM - 08:00PM | 6.00 | EA | 29.00 | HR | 1,740.00 |
| Janitorial Attendant Lead | 04/06/2025 10:00AM - 08:00PM | 1.00 | EA | 34.00 | HR | 340.00 |
| Janitorial Attendant | 04/06/2025 10:00AM - 08:00PM | 22.00 | EA | 29.00 | HR | 6,380.00 |
| Electrician | 04/06/2025 10:00AM - 08:00PM | 1.00 | EA | 72.50 | HR | 725.00 |
| Clean Up | | | | | | |
| Grounds Attendant Lead | Estimate 8 Hours | 8.00 | HR | 34.00 | HR | 272.00 |
| Grounds Attendant | Estimate 57 Hours | 57.00 | HR | 29.00 | HR | 1,653.00 |
| Janitorial Attendant | Estimate 24 Hours | 24.00 | HR | 29.00 | HR | 696.00 |
| Electrician | Estimate 60 Hours | 60.00 | HR | 72.50 | HR | 4,350.00 |
| Plumber | Estimate 8 Hours | 8.00 | HR | 72.50 | HR | 580.00 |
| <u>Event Sales & Services</u> | | | | | | |
| Event Coordinator | 04/04/2025 02:00PM - 11:00PM | 1.00 | EA | 56.00 | HR | 504.00 |
| Event Coordinator | 04/05/2025 11:00AM - 11:00PM | 1.00 | EA | 56.00 | HR | 672.00 |
| Event Coordinator | 04/06/2025 10:00AM - 08:00PM | 1.00 | EA | 56.00 | HR | 560.00 |
| <u>Parking</u> | | | | | | |
| Parking Attendant Lead | Estimate 9 Hours | 9.00 | HR | 34.00 | HR | 306.00 |
| Parking Attendant | Estimate 27 Hours | 27.00 | HR | 29.00 | HR | 783.00 |
| <u>Safety & Security</u> | | | | | | |
| Security Attendant - Overnight | 04/03/2025 05:00PM - 08:00AM | 2.00 | EA | 29.00 | HR | 870.00 |
| Security Attendant Lead | 04/04/2025 02:00PM - 10:30PM | 1.00 | EA | 34.00 | HR | 289.00 |
| Security Attendant - EVOLV | 04/04/2025 02:00PM - 10:00PM | 5.00 | EA | 29.00 | HR | 1,160.00 |
| Security Attendant | 04/04/2025 02:00PM - 10:30PM | 18.00 | EA | 29.00 | HR | 4,437.00 |
| Security Attendant - Overnight | 04/04/2025 10:00PM - 08:00AM | 2.00 | EA | 29.00 | HR | 522.00 |
| Security Attendant Lead | 04/05/2025 11:00AM - 10:30PM | 1.00 | EA | 34.00 | HR | 391.00 |
| Security Attendant - EVOLV | 04/05/2025 11:00AM - 10:00PM | 5.00 | EA | 29.00 | HR | 1,595.00 |
| Security Attendant | 04/05/2025 11:00AM - 10:30PM | 18.00 | EA | 29.00 | HR | 6,003.00 |
| Security Attendant - Overnight | 04/05/2025 10:00PM - 08:00AM | 2.00 | EA | 29.00 | HR | 580.00 |
| Security Attendant Lead | 04/06/2025 10:00AM - 07:30PM | 1.00 | EA | 34.00 | HR | 323.00 |
| Security Attendant - EVOLV | 04/06/2025 10:00AM - 07:00PM | 5.00 | EA | 29.00 | HR | 1,305.00 |
| Security Attendant | 04/06/2025 10:00AM - 07:30PM | 18.00 | EA | 29.00 | HR | 4,959.00 |
| <u>Technology</u> | | | | | | |
| Technology Attendant | Flat Fee (Audio Configuration) | 1.00 | EA | 100.00 | EVT | 100.00 |
| <u>Outside Services</u> | | | | | | |
| Emergency Medical Services | 04/04/2025 03:30PM - 10:30PM | 3.00 | EA | 34.00 | HR | 714.00 |
| Emergency Medical Services | 04/05/2025 11:30AM - 10:30PM | 4.00 | EA | 34.00 | HR | 1,496.00 |
| Emergency Medical Services | 04/06/2025 10:30AM - 07:30PM | 4.00 | EA | 34.00 | HR | 1,224.00 |
| Sound Engineer | 04/04/2025 - 04/06/2025 | 1.00 | EA | 845.00 | EA/DAY | 2,535.00 |

EXHIBIT A

| Event Information | | | | | | |
|--------------------------------------|----------------------------------------------------|------|----|----------|-----|-----------|
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 8.00 | HR | 263.00 | HR | 2,104.00 |
| Trash Collection & Sweeping Services | Estimate Only | 1.00 | EA | 4,600.00 | EVT | 4,600.00 |
| Total: | | | | | | 83,426.50 |

Summary

| | |
|----------------------------------------------------------------|--------------|
| Facility Rental Total | \$55,075.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$131,888.50 |
| Refundable Deposit | \$2,000.00 |
| Grand Total: | \$188,963.50 |

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|---------------|
| First Payment | Upon Signing | \$47,241.00 |
| Second Payment | 01/03/2025 | \$47,241.00 |
| Third Payment | 02/03/2025 | \$47,241.00 |
| Fourth Payment | 03/03/2025 | \$47,240.50 |
| Total: | | \$188,963.50 |

Please Remit Payment in *Check Only*

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

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

3-COMPARTMENT SINKS

All 3-compartment sinks must be on-site for installation by no later than **8:00 AM on Friday - April 4, 2025**. Late arrivals may result in an increase above the number of Plumber setup hours listed on Exhibit A. Additional Plumber labor is \$72.50 per hour.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EXHIBIT A

Event Information

COVID GUIDELINES

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

FOOD VENDORS

All food vendors in Main Mall and Parking Lot I must cover the ground surface with a non-flammable tarp.

GLASS

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

HEALTH DEPARTMENT

Renter has agreed to be the Health Department coordinator for all food and beverage vendors at the 2025 OC Japan Fair.

INFLATABLE AMUSEMENTS AND ATTRACTIONS

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

OUTSIDE FOOD VENDORS

OVG Hospitality, the OCFEC Master Concessionaire will allow Adentope, Inc. dba Japan Product Promotion to operate independent food booths at \$175.00 per each 10'x10' space for the first thirty (30) food booths. Each food booth in excess of the first thirty (30) 10'x10' spaces will be charged \$150.00 per space. OVG Hospitality will invoice Adentope, Inc. dba Japan Product Promotion for the total amount due and will require full payment prior to the start of the event. Payment must be made by no later than **Thursday - April 3, 2025**.

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

PROPANE

All propane equipment must be located at least twenty feet (20') from all buildings, tents and structures.

EXHIBIT A

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-020-25**

DATE **January 7, 2025**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

March 4 - 10, 2025

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

See Exhibit A

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

Pacific Coast Sportfishing Tackle, Boat, Travel and Outdoors Show

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

\$225,073.50

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

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

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

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

Pacific Coast Sportfishing Magazine
260 Newport Center Drive, PMB #969
Newport Beach, CA 92660

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

By: _____ Date: _____
Title: **Bill DePriest, Publisher/Editor**

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

EXHIBIT A

| Event Information | | | |
|-----------------------------|-------------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Event Name: | Pacific Coast Sportfishing Tackle, Boat & Travel Show | Contract No: | R-020-25 |
| Contact Person: | Bill DePriest | Phone: | (949) 650-3474 ext 205 |
| Event Date: | 03/06/2025 - 03/09/2025 | Hours: | Thursday: 12:00 PM - 7:00 PM Friday: 12:00 PM - 7:00 PM Friday Happy Hour: 7:30 PM - 10:00 PM Saturday: 10:00 AM - 7:00 PM Sunday: 10:00 AM - 5:00 PM |
| Admission Price: | General Admission: \$23.18; Kids 12 & Under: Free | | |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance: | 10,000 |

| Facility Rental Fees | | | |
|-----------------------------------------|--------------------------------|-----------------|---------------|
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
| Tuesday | | | |
| Anaheim Building (#16) | 03/04/2025 08:00 AM - 10:00 PM | Move In | 1,362.50 |
| Costa Mesa Building (#10) | 03/04/2025 08:00 AM - 10:00 PM | Move In | 2,412.50 |
| Huntington Beach Building (#12) | 03/04/2025 08:00 AM - 10:00 PM | Move In | 1,912.50 |
| Los Alamitos Building (#14) | 03/04/2025 08:00 AM - 10:00 PM | Move In | 1,712.50 |
| Main Mall | 03/04/2025 08:00 AM - 10:00 PM | Move In | 975.00 |
| OC Promenade (Span) | 03/04/2025 08:00 AM - 10:00 PM | Move In | 1,362.50 |
| Santa Ana Pavilion (Parade of Products) | 03/04/2025 08:00 AM - 10:00 PM | Move In | 1,212.50 |
| The Hangar | 03/04/2025 08:00 AM - 10:00 PM | Move In | 2,012.50 |
| Wednesday | | | |
| Anaheim Building (#16) | 03/05/2025 08:00 AM - 10:00 PM | Move In | 1,362.50 |
| Costa Mesa Building (#10) | 03/05/2025 08:00 AM - 10:00 PM | Move In | 2,412.50 |
| Huntington Beach Building (#12) | 03/05/2025 08:00 AM - 12:00 PM | Move In | 1,912.50 |
| Los Alamitos Building (#14) | 03/05/2025 08:00 AM - 10:00 PM | Move In | 1,712.50 |
| Main Mall | 03/05/2025 08:00 AM - 10:00 PM | Move In | 975.00 |
| OC Promenade (Span) | 03/05/2025 08:00 AM - 10:00 PM | Move In | 1,362.50 |
| Santa Ana Pavilion (Parade of Products) | 03/05/2025 08:00 AM - 10:00 PM | Move In | 1,212.50 |
| The Hangar | 03/05/2025 08:00 AM - 10:00 PM | Move In | 2,012.50 |
| Thursday | | | |
| Anaheim Building (#16) | 03/06/2025 12:00 PM - 07:00 PM | Event | 2,725.00 |
| Costa Mesa Building (#10) | 03/06/2025 12:00 PM - 07:00 PM | Event | 4,825.00 |
| Huntington Beach Building (#12) | 03/06/2025 12:00 PM - 07:00 PM | Event | 3,825.00 |
| Los Alamitos Building (#14) | 03/06/2025 12:00 PM - 07:00 PM | Event | 3,425.00 |
| Main Mall | 03/06/2025 12:00 PM - 07:00 PM | Event | 1,950.00 |
| OC Promenade (Span) | 03/06/2025 12:00 PM - 07:00 PM | Event | 2,725.00 |
| Santa Ana Pavilion (Parade of Products) | 03/06/2025 12:00 PM - 07:00 PM | Event | 2,425.00 |
| The Hangar | 03/06/2025 12:00 PM - 07:00 PM | Event | 4,025.00 |
| Friday | | | |
| Anaheim Building (#16) | 03/07/2025 12:00 PM - 07:00 PM | Event | 2,725.00 |
| Costa Mesa Building (#10) | 03/07/2025 12:00 PM - 07:00 PM | Event | 4,825.00 |
| Courtyard - <i>Happy Hour</i> | 03/07/2025 07:30 PM - 10:00 PM | Event | 1,050.00 |
| Huntington Beach Building (#12) | 03/07/2025 12:00 PM - 07:00 PM | Event | 3,825.00 |
| Los Alamitos Building (#14) | 03/07/2025 12:00 PM - 07:00 PM | Event | 3,425.00 |
| Main Mall | 03/07/2025 12:00 PM - 07:00 PM | Event | 1,950.00 |
| OC Promenade (Span) | 03/07/2025 12:00 PM - 07:00 PM | Event | 2,725.00 |
| Santa Ana Pavilion (Parade of Products) | 03/07/2025 12:00 PM - 07:00 PM | Event | 2,425.00 |
| The Hangar | 03/07/2025 12:00 PM - 07:00 PM | Event | 4,025.00 |

EXHIBIT A

Event Information

Saturday

| | | | |
|-----------------------------------------|--------------------------------|-------|----------|
| Anaheim Building (#16) | 03/08/2025 10:00 AM - 07:00 PM | Event | 2,725.00 |
| Costa Mesa Building (#10) | 03/08/2025 10:00 AM - 07:00 PM | Event | 4,825.00 |
| Huntington Beach Building (#12) | 03/08/2025 10:00 AM - 07:00 PM | Event | 3,825.00 |
| Los Alamitos Building (#14) | 03/08/2025 10:00 AM - 07:00 PM | Event | 3,425.00 |
| Main Mall | 03/08/2025 10:00 AM - 07:00 PM | Event | 1,950.00 |
| OC Promenade (Span) | 03/08/2025 10:00 AM - 07:00 PM | Event | 2,725.00 |
| Santa Ana Pavilion (Parade of Products) | 03/08/2025 10:00 AM - 07:00 PM | Event | 2,425.00 |
| The Hangar | 03/08/2025 10:00 AM - 07:00 PM | Event | 4,025.00 |

Sunday

| | | | |
|-----------------------------------------|--------------------------------|-------|----------|
| Anaheim Building (#16) | 03/09/2025 10:00 AM - 05:00 PM | Event | 2,725.00 |
| Costa Mesa Building (#10) | 03/09/2025 10:00 AM - 05:00 PM | Event | 4,825.00 |
| Huntington Beach Building (#12) | 03/09/2025 10:00 AM - 05:00 PM | Event | 3,825.00 |
| Los Alamitos Building (#14) | 03/09/2025 10:00 AM - 05:00 PM | Event | 3,425.00 |
| Main Mall | 03/09/2025 10:00 AM - 05:00 PM | Event | 1,950.00 |
| OC Promenade (Span) | 03/09/2025 10:00 AM - 05:00 PM | Event | 2,725.00 |
| Santa Ana Pavilion (Parade of Products) | 03/09/2025 10:00 AM - 05:00 PM | Event | 2,425.00 |
| The Hangar | 03/09/2025 10:00 AM - 05:00 PM | Event | 4,025.00 |

Monday

| | | | |
|-----------------------------------------|--------------------------------|----------|----------|
| Anaheim Building (#16) | 03/10/2025 06:00 AM - 11:59 AM | Move Out | No Chage |
| Costa Mesa Building (#10) | 03/10/2025 06:00 AM - 11:59 AM | Move Out | No Chage |
| Huntington Beach Building (#12) | 03/10/2025 06:00 AM - 11:59 AM | Move Out | No Chage |
| Los Alamitos Building (#14) | 03/10/2025 06:00 AM - 11:59 AM | Move Out | No Chage |
| Main Mall | 03/10/2025 06:00 AM - 11:59 AM | Move Out | No Chage |
| OC Promenade (Span) | 03/10/2025 06:00 AM - 11:59 AM | Move Out | No Chage |
| Santa Ana Pavilion (Parade of Products) | 03/10/2025 06:00 AM - 11:59 AM | Move Out | No Chage |
| The Hangar | 03/10/2025 06:00 AM - 11:59 AM | Move Out | No Chage |

Total: 130,675.00

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

Move out must be completed by 11:59 AM Monday - March 10, 2025 to avoid additional charges.

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-----------------------------|-------------------|--------------|--------------|---------------|
| 20 Amp Drop | TBD | TBD EA | 25.00 EA | TBD |
| 50 Amp Drop | TBD | TBD EA | 70.00 EA | TBD |
| 40 Yard Dumpster | Estimate 7 | 7.00 EA | 232.00 EA | 1,624.00 |
| Barricade (Metal) | TBD | TBD EA | 15.00 EA | TBD |
| Barricade (Plastic) | TBD | TBD EA | 15.00 EA | TBD |
| Cable Ramp | Estimate 10 | 10.00 EA | 15.00 EA | 150.00 |
| Dumpster | TBD | TBD EA | 20.00 EA | TBD |
| Electrical Splitter Box | Estimate 24 | 24.00 EA | 55.00 EA | 1,320.00 |
| Electrical Usage Rate | Estimate Only | 1.00 EA | 4,350.00 EVT | 4,350.00 |
| Forklift | Estimate 26 Hours | 26.00 HR | 75.00 HR | 1,950.00 |
| Forklift (40 Yard Dumpster) | Estimate 40 Hours | 40.00 HR | 75.00 HR | 3,000.00 |
| Hang Tag - 4 Day | TBD | TBD EA | 24.00 EA | TBD |
| Man Lift | Estimate 27 Hours | 27.00 HR | 75.00 HR | 2,025.00 |

EXHIBIT A

| Event Information | | | | | | |
|------------------------------------------|------------------------------|--------------|-----|-------------|--------|---------------|
| Marquee Board | 02/10/2025 - 03/09/2025 | 4.00 | WK | Included | | Included |
| Picnic Table (Rectangular & Round) | Estimate 20 | 20.00 | EA | 15.00 | EA | 300.00 |
| Portable Electronic Message Board | 03/06/2025 - 03/09/2025 | 2.00 | EA | 75.00 | EA/DAY | 600.00 |
| Public Address System (Per Building) | TBD | TBD | EA | 75.00 | EA/DAY | TBD |
| Scissor Lift | TBD | TBD | EA | 75.00 | EA | TBD |
| Stanchion | Estimate 120 | 120.00 | EA | 5.00 | EA | 600.00 |
| Sweeper (In-House) | Estimate 29 Hours | 29.00 | HR | 75.00 | HR | 2,175.00 |
| Ticket Booth (Double Window) | Estimate 3 | 3.00 | EA | 100.00 | EA | 300.00 |
| Tonnage Weight (40 Yard Dumpster) | Estimate 14 Tons | 14.00 | TON | 80.00 | TON | 1,120.00 |
| Trussing Unit | Estimate 2 | 2.00 | EA | 100.00 | EA | 200.00 |
| Yellow Bollard | TBD | TBD | EA | 15.00 | EA | TBD |
| Total: | | | | | | 19,714.00 |
| Reimbursable Personnel and Services Fees | | | | | | |
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | | <u>Rate</u> | | <u>Actual</u> |
| <u>Event Operations</u> | | | | | | |
| Set Up | | | | | | |
| Grounds Attendant Lead | Estimate 8 Hours | 8.00 | HR | 34.00 | HR | 272.00 |
| Grounds Attendant | Estimate 38 Hours | 38.00 | HR | 29.00 | HR | 1,102.00 |
| Janitorial Attendant | Estimate 24 Hours | 24.00 | HR | 29.00 | HR | 696.00 |
| Electrician | Estimate 20 Hours | 20.00 | HR | 72.50 | HR | 1,450.00 |
| Event Day | | | | | | |
| Grounds Attendant Lead | 03/06/2025 11:00AM - 08:00PM | 1.00 | EA | 34.00 | HR | 306.00 |
| Grounds Attendant | 03/06/2025 11:00AM - 08:00PM | 3.00 | EA | 29.00 | HR | 783.00 |
| Janitorial Attendant Lead | 03/06/2025 11:00AM - 08:00PM | 1.00 | EA | 34.00 | HR | 306.00 |
| Janitorial Attendant | 03/06/2025 11:00AM - 08:00PM | 14.00 | EA | 29.00 | HR | 3,654.00 |
| Grounds Attendant Lead | 03/07/2025 11:00AM - 08:00PM | 1.00 | EA | 34.00 | HR | 306.00 |
| Grounds Attendant | 03/07/2025 11:00AM - 08:00PM | 3.00 | EA | 29.00 | HR | 783.00 |
| Janitorial Attendant Lead | 03/07/2025 11:00AM - 08:00PM | 1.00 | EA | 34.00 | HR | 306.00 |
| Janitorial Attendant | 03/07/2025 11:00AM - 10:30PM | 2.00 | EA | 29.00 | HR | 667.00 |
| Janitorial Attendant | 03/07/2025 11:00AM - 08:00PM | 12.00 | EA | 29.00 | HR | 3,132.00 |
| Grounds Attendant Lead | 03/08/2025 09:00AM - 08:00PM | 1.00 | EA | 34.00 | HR | 374.00 |
| Grounds Attendant | 03/08/2025 09:00AM - 08:00PM | 3.00 | EA | 29.00 | HR | 957.00 |
| Janitorial Attendant Lead | 03/08/2025 09:00AM - 08:00PM | 1.00 | EA | 34.00 | HR | 374.00 |
| Janitorial Attendant | 03/08/2025 09:00AM - 08:00PM | 14.00 | EA | 29.00 | HR | 4,466.00 |
| Grounds Attendant Lead | 03/09/2025 09:00AM - 06:00PM | 1.00 | EA | 34.00 | HR | 306.00 |
| Grounds Attendant | 03/09/2025 09:00AM - 06:00PM | 3.00 | EA | 29.00 | HR | 783.00 |
| Janitorial Attendant Lead | 03/09/2025 09:00AM - 06:00PM | 1.00 | EA | 34.00 | HR | 306.00 |
| Janitorial Attendant | 03/09/2025 09:00AM - 06:00PM | 14.00 | EA | 29.00 | HR | 3,654.00 |
| Clean Up | | | | | | |
| Grounds Attendant Lead | Estimate 10 Hours | 10.00 | HR | 34.00 | HR | 340.00 |
| Grounds Attendant | Estimate 77 Hours | 77.00 | HR | 29.00 | HR | 2,233.00 |
| Janitorial Attendant | Estimate 16 Hours | 16.00 | HR | 29.00 | HR | 464.00 |
| Electrician | Estimate 13 Hours | 13.00 | HR | 72.50 | HR | 942.50 |
| <u>Event Sales & Services</u> | | | | | | |
| Event Coordinator | 03/06/2025 11:00AM - 08:00PM | 1.00 | EA | 56.00 | HR | 504.00 |
| Event Coordinator | 03/07/2025 11:00AM - 08:00PM | 1.00 | EA | 56.00 | HR | 504.00 |

EXHIBIT A

| Event Information | | | | | | |
|-------------------------------------------------------------------------|----------------------------------------------------|-------|----|----------|-----|------------------|
| Event Coordinator | 03/08/2025 09:00AM - 08:00PM | 1.00 | EA | 56.00 | HR | 616.00 |
| Event Coordinator | 03/09/2025 09:00AM - 06:00PM | 1.00 | EA | 56.00 | HR | 504.00 |
| <u>Parking</u> | | | | | | |
| Parking Attendant Lead | Estimate 24 Hours | 24.00 | EA | 34.00 | HR | 816.00 |
| Parking Attendant | Estimate 48 Hours | 48.00 | EA | 29.00 | HR | 1,392.00 |
| <u>Safety & Security</u> | | | | | | |
| Security Attendant - Overnight | 03/05/2025 07:00PM - 07:00AM | 2.00 | EA | 29.00 | HR | 696.00 |
| Security Attendant Lead | 03/06/2025 09:30AM - 07:30PM | 1.00 | EA | 34.00 | HR | 340.00 |
| Security Attendant | 03/06/2025 09:30AM - 07:30PM | 18.00 | EA | 29.00 | HR | 5,220.00 |
| Security Attendant - Overnight | 03/06/2025 07:00PM - 07:00AM | 2.00 | EA | 29.00 | HR | 696.00 |
| Security Attendant Lead | 03/07/2025 09:30AM - 07:30PM | 1.00 | EA | 34.00 | HR | 340.00 |
| Security Attendant | 03/07/2025 09:30AM - 10:30PM | 2.00 | EA | 29.00 | HR | 754.00 |
| Security Attendant | 03/07/2025 09:30AM - 07:30PM | 16.00 | EA | 29.00 | HR | 4,640.00 |
| Security Attendant - Overnight | 03/07/2025 07:00PM - 07:00AM | 2.00 | EA | 29.00 | HR | 696.00 |
| Security Attendant Lead | 03/08/2025 07:30AM - 07:30PM | 1.00 | EA | 34.00 | HR | 408.00 |
| Security Attendant | 03/08/2025 07:30AM - 07:30PM | 18.00 | EA | 29.00 | HR | 6,264.00 |
| Security Attendant - Overnight | 03/08/2025 07:00PM - 07:00AM | 2.00 | EA | 29.00 | HR | 696.00 |
| Security Attendant Lead | 03/09/2025 07:30AM - 05:30PM | 1.00 | EA | 34.00 | HR | 340.00 |
| Security Attendant | 03/09/2025 07:30AM - 05:30PM | 18.00 | EA | 29.00 | HR | 5,220.00 |
| <i>*Security staffing subject to change based on operational needs.</i> | | | | | | |
| <u>Technology</u> | | | | | | |
| Technology Attendant | Estimate 1 Hour | 1.00 | HR | 56.00 | HR | 56.00 |
| <u>Outside Services</u> | | | | | | |
| Emergency Medical Services | 03/06/2025 11:30AM - 07:30PM | 3.00 | EA | 34.00 | HR | 816.00 |
| Emergency Medical Services | 03/07/2025 11:30AM - 07:30PM | 3.00 | EA | 34.00 | HR | 816.00 |
| Emergency Medical Services | 03/08/2025 09:30AM - 07:30PM | 3.00 | EA | 34.00 | HR | 1,020.00 |
| Emergency Medical Services | 03/09/2025 09:30AM - 05:30PM | 3.00 | EA | 34.00 | HR | 816.00 |
| Orange County Sheriff Services | Estimate Only | 1.00 | EA | 8,000.00 | EVT | 8,000.00 |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 4.00 | HR | 263.00 | HR | 1,052.00 |
| Trash Collection & Sweeping Services | TBD | TBD | EA | TBD | EVT | TBD |
| Total: | | | | | | 72,184.50 |

Summary

| | |
|----------------------------------------------------------------|--------------|
| Facility Rental Total | \$130,675.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$91,898.50 |
| Refundable Deposit | \$2,500.00 |

Grand Total: \$225,073.50

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|--------------------------------|------------------------|----------------------|
| First Payment | <i>Upon Signing</i> | \$75,024.50 |
| Second Payment | 01/20/2025 | \$75,024.50 |
| Third Payment | 02/04/2025 | \$75,024.50 |
| Total: | | \$225,073.50 |

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

BANNERS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

EXHIBIT A

Event Information

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

RIGGING

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-032-25**

REVIEWED _____

DATE **December 10, 2024**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **City of Newport Beach, a California municipal corporation and charter city** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

January 1 - December 31, 2025

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

See Exhibit A

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

Newport Beach Police Department Officer Training

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

\$150.00 per day

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

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

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

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

City of Newport Beach, a California municipal corporation and charter city
870 Santa Barbara Drive
Newport Beach, CA 92660

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

By: _____ Date: _____
Title: Dave Miner, Acting Chief of Police

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

EXHIBIT "A"

| | | | |
|------------------------------|--------------------------------------------------|---------------------|-------------------|
| Event Name: | Newport Beach Police Department Officer Training | Contract No: | R-032-25 |
| Contact Person: | David Spenser, Sergeant | Phone: | (949) 644-3717 |
| Event Dates: | 01/01/2025 - 12/31/2025 | Hours: | 7:00 AM - 4:00 PM |
| Projected Attendance: | | | 15 |

LOCATION(S):

Available Parking Lot.....\$150.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training sessions to take place in parking lots at the OC Fair & Event Center during the 2025 calendar year.
- To contact the Event Sales & Services Department at (714) 708-1572 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to Renter scheduling a training session. This avoids any miscommunication between Renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance upon signing this agreement.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event/training session.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by participants, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event/training session and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to no more than 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event/training session.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-033-25**

DATE **December 5, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 - December 31, 2025

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

See Exhibit A

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

Costa Mesa Police Department Officer Training

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

\$150.00 per day

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

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

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

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

Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92626

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

By: _____ Date: _____
Title: **Jose Torres, Officer**

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

EXHIBIT "A"

Event Name: Costa Mesa Police Department Officer Training
Contact Person: Jared Barnes, Sergeant
Event Dates: 01/01/2025 - 12/31/2025

Contract No: R-033-25
Phone: (714) 754-5280
Hours: 7:00 AM - 4:00 PM

Projected Attendance: 15

LOCATION(S):

Available Parking Lot.....\$150.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training sessions to take place in parking lots at the OC Fair & Event Center during the 2025 calendar year.
- To contact the Event Sales & Services Department at (714) 708-1572 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to Renter scheduling a training session. This avoids any miscommunication between Renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance upon signing this agreement.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event/training session.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by participants, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event/training session and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to no more than 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event/training session.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Costa Mesa Police Department must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Costa Mesa Police Department must execute changes within the specified time frame.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-034-25**

DATE **December 5, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 - December 31, 2025

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

See Exhibit A

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

Santa Ana Police Department Officer Training

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

\$150.00 per day

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

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

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

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

**Santa Ana Police Department
20 Civic Center Plaza
Santa Ana, CA 92701**

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

By: (See attached signature page)

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

Alvaro Nuñez
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
TAMARA BOGOSIAN
Senior Assistant City Attorney

Robert Rodriguez
Chief of Police

EXHIBIT "A"

Event Name: Santa Ana Police Department Officer Training
Contact Person: Ricardo Diaz, Sergeant
Event Dates: 01/01/2025 - 12/31/2025

Contract No: R-034-25
Phone: (714) 245-8210
Hours: 7:00 AM - 4:00 PM

Projected Attendance: 15

LOCATION(S):

Available Parking Lot \$150.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training sessions to take place in parking lots at the OC Fair & Event Center during the 2025 calendar year.
- To contact the Event Sales & Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to Renter scheduling a training session. This avoids any miscommunication between Renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance upon signing this agreement.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event/training session.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by participants, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event/training session and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to no more than 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event/training session.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Santa Ana Police Department must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Santa Ana Police Department must execute changes within the specified time frame.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-035-25**

DATE **January 8, 2025**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 9 - December 18, 2025

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

See Exhibit A

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

Farmers Market

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

\$400.00 per month

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

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

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

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

**Orange County Farm Bureau
13042 Old Myford Road
Irvine, CA 92620**

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

By: _____ Date: _____
Title: Patricia Harrison, Manager

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

EXHIBIT A

Event Information

| | | | |
|------------------------|-------------------------|-----------------------------|--------------------|
| Event Name: | Farmers Market | Contract No: | R-035-25 |
| Contact Person: | Patricia Harrison | Phone: | (949) 422-6520 |
| Event Dates: | 01/09/2025 - 12/18/2025 | Hours: | 9:00 AM - 1:00 PM |
| | | July 24 - August 14: | 8:00 AM - 12:00 PM |

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> |
|----------------------------------|--------------------------|---------------------|
| Parking Lot D | January 9, 16, 23, 30 | 09:00 AM - 01:00 PM |
| Parking Lot D | February 6, 13, 20, 27 | 09:00 AM - 01:00 PM |
| Parking Lot D | March 6, 13, 20, 27 | 09:00 AM - 01:00 PM |
| Parking Lot D | April 3, 10, 17, 24 | 09:00 AM - 01:00 PM |
| Parking Lot D | May 1, 8, 15, 22, 29 | 09:00 AM - 01:00 PM |
| Parking Lot D | June 5, 12, 19, 26 | 09:00 AM - 01:00 PM |
| Parking Lot D or E* | July 3, 10, 17 | 09:00 AM - 01:00 PM |
| Parking Lot D or E* | July 24, 31 | 08:00 AM - 12:00 PM |
| Parking Lot D or E* | August 7, 14 | 08:00 AM - 12:00 PM |
| Parking Lot D or E* | August 21, 28 | 09:00 AM - 01:00 PM |
| Parking Lot D | September 4, 11, 18, 25 | 09:00 AM - 01:00 PM |
| Parking Lot D | October 2, 9, 16, 23, 30 | 09:00 AM - 01:00 PM |
| Parking Lot D | November 6, 13, 20 | 09:00 AM - 01:00 PM |
| Parking Lot D | December 4, 11, 18 | 09:00 AM - 01:00 PM |

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

***Due to the annual OC Fair and Pacific Amphitheatre summer concert series, the location of the Farmers Market is subject to change within 5 days' notice.**

FACILITY RENTAL FEES

Payment of \$400.00 due on the fifth (5th) day of every month.

LOCATION(S)

A portion of Parking Lot D is to be utilized. It is understood that same location may not always be available due to special events and/or construction; however, an alternate location will be made available. In the event of relocation, the OCFEC will notify Renter and it will be the Renter's responsibility to notify the farmers of such change.

OC FAIR & EVENT CENTER AGREES

- To provide traffic cones and signage during each Farmers Market event.
- To provide trash receptacles, water connections and restroom facilities.

RENTER AGREES

- That upon completion of each event day, premises including area used for public parking will be left in its original condition.
- That cost of any additional cleanup provided by OCFEC will be payable by the Orange County Farm Bureau and due upon receipt of an itemized invoice.
- To remove any signs and/or banners from OCFEC property at the end of each event day.
- That any activity other than selling certified products must be approved in writing by OCFEC Management. OCFEC Management reserves the right to disallow setup of any vendor deemed inappropriate for the Farmers Market.
- That the OCFEC retains all food and beverage concession rights.

EXHIBIT A

Event Information

- To ensure that metal poles are capped. Renter may be responsible for the cost of patching and/or repaving the parking lot if pole caps are not used. In addition, Renter may be fined if vendors do not comply.
- To provide technical assistance and advice to Centennial Farm.
- To accept current rental location "as is."
- To provide proof of insurance coverage for effective dates of this agreement by no later than January 4, 2024.
- To provide current proof of Workers' Compensation Insurance by no later than January 4, 2024.
- To pay for electricity (at cost) should it be required as well as available.

PAYMENT SCHEDULE

\$400.00 due on the fifth (5th) day of every month. A \$50.00 late fee will be added if payment is not received by the first (1st) day of the following calendar month.

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Orange County Farm Bureau must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Orange County Farm Bureau must execute changes within the specified time frame.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-043-25**

DATE **December 19, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 21 - 24, 2025

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

See Exhibit A

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

Repticon

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

\$24,464.00

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

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

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

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

Vivid Special Events, LLC
141 East Central Avenue, Ste 430
Winter Haven, FL 33880

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

By: _____ Date: _____
Title: **Shirley Healy, Chief Financial Officer**

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

EXHIBIT A

| Event Information | | | |
|----------------------|-------------------------|-----------------------|-------------------------------------|
| Event Name: | Repticon | Contract No: | R-043-25 |
| Contact Person: | Lisa Parker | Phone: | (863) 268-4273 x200 |
| Event Date: | 02/22/2025 - 02/23/2025 | Hours: | Saturday: 9:00 AM - 4:00 PM |
| | | | Saturday Auction: 4:30 PM - 6:30 PM |
| | | | Sunday: 10:00 AM - 4:00 PM |
| Admission Price: | TBD | | |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance: | 2,000 |

| Facility Rental Fees | | | |
|----------------------------------|--------------------------------|-----------------|-----------------|
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
| Friday | | | |
| Huntington Beach Building (#12) | 02/21/2025 09:30 AM - 08:00 PM | Move In | 1,912.50 |
| Saturday | | | |
| Huntington Beach Building (#12) | 02/22/2025 09:00 AM - 04:00 PM | Event | 3,825.00 |
| Sunday | | | |
| Huntington Beach Building (#12) | 02/23/2025 10:00 AM - 04:00 PM | Event | 3,825.00 |
| Monday | | | |
| Huntington Beach Building (#12) | 02/24/2025 06:00 AM - 11:59 AM | Move Out | No Charge |
| Total: | | | 9,562.50 |

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

Move out must be completed by 11:59 AM Monday - February 24, 2025 to avoid additional charges.

| Estimated Equipment Fees | | | | | | |
|--------------------------------------|-------------------------|--------------|----|-------------|--------|-----------------|
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | | <u>Rate</u> | | <u>Actual</u> |
| 20 Amp Drop | TBD | TBD | EA | 25.00 | EA | TBD |
| 50 Amp Drop | TBD | TBD | EA | 70.00 | EA | TBD |
| Cable Ramp | Estimate 4 | 4.00 | EA | 15.00 | EA | 60.00 |
| Dumpster | Estimate 25 | 25.00 | EA | 20.00 | EA | 500.00 |
| Electrical Splitter Box | Estimate 18 | 18.00 | EA | 55.00 | EA | 990.00 |
| Electrical Usage Rate | Estimate Only | 1.00 | EA | 1,150.00 | EVT | 1,150.00 |
| Forklift | Estimate 3 Hours | 3.00 | HR | 75.00 | HR | 225.00 |
| Hang Tag - 2 Day | TBD | TBD | EA | 12.00 | EA | TBD |
| Marquee Board | 02/17/2025 - 02/23/2025 | 1.00 | WK | Included | | Included |
| Portable Electronic Message Board | 02/22/2025 - 02/23/2025 | 2.00 | EA | 75.00 | EA/DAY | 300.00 |
| Public Address System (Per Building) | 02/22/2025 - 02/23/2025 | 1.00 | EA | 75.00 | EA/DAY | 150.00 |
| Scissor Lift | Estimate 7 Hours | 7.00 | HR | 75.00 | HR | 525.00 |
| Sweeper (In-House) | Estimate 3 Hours | 3.00 | HR | 75.00 | HR | 225.00 |
| Total: | | | | | | 4,125.00 |

| Reimbursable Personnel and Services Fees | | | | | | |
|------------------------------------------|------------------------------|--------------|----|-------------|----|---------------|
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | | <u>Rate</u> | | <u>Actual</u> |
| <u>Event Operations</u> | | | | | | |
| Set Up | | | | | | |
| Grounds Attendant Lead | Estimate 8 Hours | 8.00 | HR | 34.00 | HR | 272.00 |
| Grounds Attendant | Estimate 10 Hours | 10.00 | HR | 29.00 | HR | 290.00 |
| Janitorial Attendant | Estimate 8 Hours | 8.00 | HR | 29.00 | HR | 232.00 |
| Electrician | Estimate 8 Hours | 8.00 | HR | 72.50 | HR | 580.00 |
| Event Day | | | | | | |
| Grounds Attendant Lead | 02/22/2025 08:00AM - 05:00PM | 1.00 | EA | 34.00 | HR | 306.00 |
| Grounds Attendant | 02/22/2025 08:00AM - 05:00PM | 1.00 | EA | 29.00 | HR | 261.00 |
| Janitorial Attendant | 02/22/2025 08:00AM - 05:00PM | 2.00 | EA | 29.00 | HR | 522.00 |

EXHIBIT A

| Event Information | | | | | | |
|------------------------------------------|----------------------------------------------------|-------|----|--------|-----|-----------------|
| Grounds Attendant Lead | 02/23/2025 09:00AM - 05:00PM | 1.00 | EA | 34.00 | HR | 272.00 |
| Grounds Attendant | 02/23/2025 09:00AM - 05:00PM | 1.00 | EA | 29.00 | HR | 232.00 |
| Janitorial Attendant | 02/23/2025 09:00AM - 05:00PM | 2.00 | EA | 29.00 | HR | 464.00 |
| Clean Up | | | | | | |
| Grounds Attendant Lead | Estimate 8 Hours | 8.00 | HR | 34.00 | HR | 272.00 |
| Grounds Attendant | Estimate 8 Hours | 8.00 | HR | 29.00 | HR | 232.00 |
| Janitorial Attendant | Estimate 8 Hours | 8.00 | HR | 29.00 | HR | 232.00 |
| Electrician | Estimate 4 Hours | 4.00 | HR | 72.50 | HR | 290.00 |
| <u>Event Sales & Services</u> | | | | | | |
| Event Coordinator | 02/22/2025 08:00AM - 05:00PM | 1.00 | EA | 56.00 | HR | 504.00 |
| Event Coordinator | 02/23/2025 09:00AM - 05:00PM | 1.00 | EA | 56.00 | HR | 448.00 |
| <u>Parking</u> | | | | | | |
| Parking Attendant Lead | Estimate 8 Hours | 8.00 | HR | 34.00 | HR | 272.00 |
| Parking Attendant | Estimate 16 Hours | 16.00 | HR | 29.00 | HR | 464.00 |
| <u>Safety & Security</u> | | | | | | |
| Security Attendant - Overnight | 02/21/2025 09:00PM - 07:00AM | 1.00 | EA | 29.00 | HR | 290.00 |
| Security Attendant | 02/22/2025 08:00AM - 04:30PM | 2.00 | EA | 29.00 | HR | 493.00 |
| Security Attendant | 02/22/2025 08:00AM - 06:30PM | 1.00 | EA | 29.00 | HR | 304.50 |
| Security Attendant - Overnight | 02/22/2025 07:00PM - 08:00AM | 1.00 | EA | 29.00 | HR | 377.00 |
| Security Attendant | 02/23/2025 09:00AM - 04:30PM | 3.00 | EA | 29.00 | HR | 652.50 |
| <u>Technology</u> | | | | | | |
| Technology Attendant | Flat Fee (Audio Configuration) | 1.00 | EA | 100.00 | EVT | 100.00 |
| <u>Outside Services</u> | | | | | | |
| Emergency Medical Services | 02/22/2025 08:30AM - 04:30PM | 2.00 | EA | 34.00 | HR | 544.00 |
| Emergency Medical Services | 02/23/2025 09:30AM - 04:30PM | 2.00 | EA | 34.00 | HR | 476.00 |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR | 394.50 |
| Total: | | | | | | 9,776.50 |

Summary

| | |
|----------------------------------------------------------------|--------------------|
| Facility Rental Total | \$9,562.50 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$13,901.50 |
| Refundable Deposit | \$1,000.00 |
| Grand Total: | \$24,464.00 |

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|--------------------------------|------------------------|----------------------|
| First Payment | <i>Upon Signing</i> | \$12,232.00 |
| Second Payment | 01/21/2024 | \$12,232.00 |
| Total: | | \$24,464.00 |

Please Remit Payment in *Check Only*

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

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-051-25**

DATE **December 9, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 18, 2025

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

See Exhibit A

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

California Rare Fruit Growers - Scion Exchange

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

\$150.00

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

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

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

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

California Rare Fruit Growers, Inc.
P.O. Box 4046
Tustin, CA 92781

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

By: _____ Date: _____
Title: Jeff Warner, Chairman - OC Chapter

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

EXHIBIT A

Event Information

| | | | |
|------------------------|------------------------------------------------|---------------------|-------------------|
| Event Name: | California Rare Fruit Growers - Scion Exchange | Contract No: | R-051-25 |
| Contact Person: | Jeff Warner | Phone: | (949) 336-2904 |
| Event Dates: | 01/18/2025 | Hours: | 8:30 AM - 1:00 PM |

| | | | |
|---------------------|---------------------------|------------------------------|-----|
| Parking Fee: | No Charge (Private Event) | Projected Attendance: | 350 |
|---------------------|---------------------------|------------------------------|-----|

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| Saturday | | | |
| Millennium Barn | 01/18/2025 08:30 AM - 01:00 PM | Event | 150.00 |
| Total: | | | 150.00 |

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

Move out must be completed by 1:00 PM Saturday - January 18, 2025 to avoid additional charges.

32nd District (OCFEC) will provide:

- Access to the Centennial Farm Gate and Silo Building.
- Parking access through the Main Gate (Gate 1) off Fair Drive. Should Main Gate (Gate 1) need to be closed, parking access will be available through Gate 4.

Renter Agrees:

- That all members and patrons of Renter listed above will enter the property at the Main Gate (Gate 1), off Fair Drive. Should Main Gate (Gate 1) need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of Renter listed above can access the property at Gate 4 off of Arlington Drive.
- That parking around the building is not permitted. Staff and members are required to park in Parking Lot B in a marked parking stall or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- Renter is responsible for setup and teardown of the event.
- Staffing and additional equipment rental/usage costs are not included in this rental agreement. Please refer to the rental rates sheet on OCFair.com for more information.
- That cost of any additional cleanup provided by OCFEC will be payable by the California Rare Fruit Growers and due upon receipt of an itemized invoice.
- That all trash generated by Renter be taken out to appropriate disposal area outside the Millennium Barn.
- To accept rental location "as is."
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by the Renter or its members.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact the Safety & Security Department at (714) 708-1588. Security will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for effective dates of this agreement by no later than **December 18, 2024.**

EXHIBIT A

Event Information Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|---------------------|---------------|
| First Payment | <i>Upon Signing</i> | \$150.00 |
| Total: | | \$150.00 |

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. California Rare Fruit Growers, Inc. must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, California Rare Fruit Growers, Inc. must execute changes within the specified time frame.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-052-25**
DATE **December 19, 2024**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 6 - August 24, 2025

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

See Exhibit A

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

Vanguard University Overflow Parking

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

\$20,550.00

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

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

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

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

Vanguard University
55 Fair Drive
Costa Mesa, CA 92626

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

By _____ Date: _____
Title: Jeremy Moser, Vice President for
Finance/CFO

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

EXHIBIT "A"

| | | | |
|------------------------|--------------------------------------|---------------------|-------------------|
| Event Name: | Vanguard University Overflow Parking | Contract No: | R-052-25 |
| Contact Person: | Diane Griffo | Phone: | (714) 966-5487 |
| Event Dates: | 01/06/2025 - 08/24/2025 | Hours: | 7:00 AM - 6:00 PM |

New Student Orientation Hours

August 21: 6:00 AM - 10:00 PM

August 22: 8:00 AM - 10:00 PM

August 23: 9:00 AM - 9:00 PM

August 24: 9:00 PM - 5:00 PM

Projected Attendance: 50 Vehicles Per Day

OCFEC AGREES TO PROVIDE:

- Fifty (50) parking stalls in Parking Lot B, Monday through Thursday starting **January 6, 2025 through April 30, 2025**
- Two hundred (200) parking stalls in Parking Lot B, **August 21, 2025.**
- Seventy-five (75) parking stalls in Parking Lot B, **August 22, 2025.**
- Fifty (50) parking stalls in Parking Lot B, starting **August 23, 2025 through August 24, 2025**

RENTER AGREES:

- To provide proof of insurance by **January 6, 2025.**
- To notify the District (OCFEC) of any accident that takes place during parking lot usage. **The Safety & Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- That all vehicles will be removed from OCFEC property after each day.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of Rental Agreement and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new Vanguard University activity taking place at the OC Fair & Event Center.
- To limit vehicle speeds to no more than 10 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.
- That all Vanguard University students and staff members parking on OCFEC property will be issued a Vanguard Parking Pass.
- That Renter will provide Vanguard University Security to monitor the parking lots to ensure parking pass compliance. Any Vanguard University vehicles parked without a proper parking pass will be cited.
- To pay \$6.00 per parking stall per day; fifteen (15) days in January, fifteen (15) days in February, thirteen (13) days in March, eighteen (18) days in April, and four (4) days in August.

Payment Schedule:

Payment of \$18,300.00 is due on or before **January 6, 2025** for the period covering January through April. Payment of \$2,250.00 is due on or before **August 21, 2025** for the period covering August.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Rental footprint capacity will be determined by State Fire Marshal. Vanguard University must comply with all California State Fire Codes. State Fire Marshal may require changes to the rental layout. If so, Vanguard University must execute changes within the specified time frame.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-053-25**

DATE **December 20, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

May 16 - 18, 2025

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

See Exhibit A

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

SoCal Ink Festival

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

\$38,880.50

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

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

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

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

**LATC Productions LLC dba
SoCal Ink Festival
8756 Warner Avenue
Fountain Valley, CA 92708**

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

By: _____ Date: _____
Title: Frank Tran, Organizer

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

EXHIBIT A

| Event Information | | | | |
|-----------------------------|-------------------------|------------------------------|-------------------------------------------------------------------------------------------|--|
| Event Name: | SoCal Ink Festival | Contract No: | R-053-25 | |
| Contact Person: | Frank Tran | Phone: | (714) 604-5111 | |
| Event Date: | 05/16/2025 - 05/18/2025 | Hours: | Friday: 2:00 PM - 10:00 PM Saturday: 11:00 AM - 10:00 PM Sunday: 11:00 AM - 7:00 PM | |
| Admission Price: | \$20.00 | | | |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance: | 3,000 | |

| Facility Rental Fees | | | |
|----------------------------------|--------------------------------|-----------------|---------------|
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
| Friday | | | |
| Costa Mesa Building (#10) | 05/16/2025 06:00 AM - 02:00 PM | Move In | No Charge |
| Costa Mesa Building (#10) | 05/16/2025 02:00 PM - 10:00 PM | Event | 4,825.00 |
| Saturday | | | |
| Costa Mesa Building (#10) | 05/17/2025 11:00 AM - 10:00 PM | Event | 4,825.00 |
| Sunday | | | |
| Costa Mesa Building (#10) | 05/18/2025 11:00 AM - 07:00 PM | Event | 4,825.00 |
| Costa Mesa Building (#10) | 05/18/2025 07:00 PM - 11:59 PM | Move Out | Included |
| Total: | | | 14,475.00 |

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

Move out must be completed by 11:59 PM Sunday - May 18, 2025 to avoid additional charges.

| Estimated Equipment Fees | | | | | | |
|--------------------------------------|-------------------------|--------------|----|-------------|--------|-----------------|
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | | <u>Rate</u> | | <u>Actual</u> |
| Barricade (Plastic) | TBD | TBD | EA | 15.00 | EA | TBD |
| Chair (Individual) | TBD | TBD | EA | 2.50 | EA | TBD |
| Dumpster | Estimate 25 | 25.00 | EA | 20.00 | EA | 500.00 |
| Electrical Splitter Box | Estimate 5 | 5.00 | EA | 55.00 | EA | 275.00 |
| Electrical Usage Rate | Estimate Only | 1.00 | EA | 1,000.00 | EVT | 1,000.00 |
| Forklift | Estimate 4 Hours | 4.00 | HR | 75.00 | HR | 300.00 |
| Hang Tag - 3 Day | TBD | TBD | EA | 18.00 | EA | TBD |
| Man Lift | Estimate 3 Hours | 3.00 | HR | 75.00 | HR | 225.00 |
| Marquee Board | 05/12/2025 - 05/18/2025 | 1.00 | WK | Included | | Included |
| Picnic Table (Rectangular & Round) | Estimate 10 | 10.00 | EA | 15.00 | EA | 150.00 |
| Portable Electronic Message Board | 05/16/2025 - 05/18/2025 | 2.00 | EA | 75.00 | EA/DAY | 450.00 |
| Public Address System (Per Building) | 05/16/2025 - 05/18/2025 | 1.00 | EA | 75.00 | EA/DAY | 225.00 |
| Stanchion | Estimate 20 | 20.00 | EA | 5.00 | EA | 100.00 |
| Sweeper (In-House) | Estimate 3 Hours | 3.00 | HR | 75.00 | HR | 225.00 |
| Total: | | | | | | 3,450.00 |

| Reimbursable Personnel and Services Fees | | | | | | |
|------------------------------------------|------------------------------|--------------|----|-------------|----|---------------|
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | | <u>Rate</u> | | <u>Actual</u> |
| <u>Event Operations</u> | | | | | | |
| Event Day | | | | | | |
| Grounds Attendant Lead | Estimate 8 Hours | 8.00 | HR | 34.00 | HR | 272.00 |
| Grounds Attendant | Estimate 12 Hours | 12.00 | HR | 29.00 | HR | 348.00 |
| Janitorial Attendant | Estimate 10 Hours | 10.00 | HR | 29.00 | HR | 290.00 |
| Electrician | Estimate 2 Hours | 2.00 | HR | 72.50 | HR | 145.00 |
| Grounds Attendant Lead | 05/16/2025 01:00PM - 11:00PM | 1.00 | EA | 34.00 | HR | 340.00 |
| Grounds Attendant | 05/16/2025 01:00PM - 11:00PM | 2.00 | EA | 29.00 | HR | 580.00 |

Event Information

Grand Total: **\$38,880.50**

EXHIBIT A

Event Information

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|----------------------------------|---------------------|--------------------|
| First Payment (25% Facility Fee) | <i>Upon Signing</i> | \$3,618.75 |
| Second Payment | 02/18/2025 | \$11,754.00 |
| Third Payment | 03/17/2025 | \$11,754.00 |
| Fourth Payment | 04/16/2025 | \$11,753.75 |
| Total: | | \$38,880.50 |

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

AMENDMENTS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

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

RIGGING

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-054-25**

REVIEWED _____

DATE **December 19, 2024**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 - December 31, 2025

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

See Exhibit A

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

Orange County Organic Gardening Club Meetings

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

\$100.00 per month – Monthly Club Meeting
\$250.00 per Additional Meetings

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

either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

Orange County Organic Gardening Club
P.O. Box 10263
Costa Mesa, CA 92627

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

By: _____ Date: _____
Title: Francene Kaplan, President

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

AGREEMENT: R-054-25
DATED: December 17, 2024
WITH: Orange County Organic Gardening Club
PHONE: (949) 722-3536

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2025 and ending December 31, 2025

BUILDING(S)/LOCATION(S):
Silo Building

RENTER AGREES:

- That the term of this Agreement is from January 1, 2025 through December 31, 2025.
- **To conduct monthly meetings on the second Tuesday between January through December; excluding the months of July and August (*see dates below*). Monthly Orange County Organic Gardening Club Meetings are scheduled from 7:00 PM to 10:00 PM but may begin as early as 6:30 PM. Teardown is to be concluded by 10:30 PM.**

**January 14, 2025
February 11, 2025
March 11, 2025
April 8, 2025**

**May 13, 2025
June 10, 2025
September 9, 2025
October 14, 2025**

**November 11, 2025
December 9, 2025**

- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of Renter listed above will enter the property at the Main Gate (Gate 1), off Fair Drive and enter through the Centennial Farm Gate Monday through Friday. Should Main Gate (Gate 1) need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of Renter listed above can access the property at Gate 4 off of Arlington Drive.
- That parking around the building is not permitted. Staff and members are required to park in Parking Lot B in a marked parking stall or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- Renter is responsible for setup and teardown of the meetings.
- To provide all supplies, paper goods, coffee pots and food items necessary to conduct monthly meetings.
- Staffing and additional equipment rental/usage costs are not included in this rental agreement. Please refer to the rental rates sheet on OCFair.com for more information.
- To remove all Renters' supplies and equipment after each meeting. Renter understands that there is no storage space available for Renter's equipment.
- To leave the facilities in the same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (*see Exhibit D for Silo layout*).
- That all trash generated by Renter be taken out to appropriate disposal area outside the Silo Building.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by the Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact the Safety & Security Department at (714) 708-1588. Security will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for January 1, 2025 through December 31, 2025.

- To pay \$100.00 per month for use of the Silo Building for one club meeting per month. Additional meetings will be charged at \$250.00 per meeting.

32nd District (OCFEC) will provide:

- Tables and chairs for the monthly meeting (limited to what is available in the Silo Building).
- Access to the Centennial Farm Gate and Silo Building.
- Parking access through the Main Gate (Gate 1) off Fair Drive. Should Main Gate (Gate 1) need to be closed, parking access will be available through Gate 4.

Payment Schedule:

Payment of \$1,000.00 is due on or before January 1, 2025 period covering January, 2025 through December, 2025.

A \$25.00 late fee will be added if payment is not received by the due date listed above.

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

The OC Fair & Event Center will notify renter in the event of a new location is needed for your meeting. If meeting needs to be cancelled due to lack of meeting space. Renter will be reimbursed that month rental fee.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Orange County Organic Gardening Club must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Orange County Organic Gardening Club must execute changes within the specified time frame.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-055-25**

DATE **January 7, 2025**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

May 9 - 10, 2025

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

See Exhibit A

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

Night Nation Run

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

\$33,467.25

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

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

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

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

TMT Productions, LLC
7783 Falda Place
Carlsbad, CA 92009

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

By: _____ Date: _____
Title: Brian Graham, Partner

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

EXHIBIT A

| Event Information | | | | |
|-----------------------------|-------------------------|------------------------------|------------------------|-----------------------------|
| Event Name: | Night Nation Run | Contract No: | R-055-25 | |
| Contact Person: | Brian Graham | Phone: | (760) 473-6177 | |
| Event Date: | 05/10/2025 | Hours: | Packet Pick-Up: | Friday: 4:30 PM - 7:00 PM |
| | | | 5K Run: | Saturday: 5:00 PM - 10:30PM |
| Admission Price: | TBD | | | |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance: | 7,000 | |

| Facility Rental Fees | | | |
|----------------------------------|--------------------------------|-----------------|------------------|
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
| Friday | | | |
| Country Meadows (Run Route) | 05/09/2025 08:00 AM - 08:00 PM | Move In | 537.50 |
| Crafters Village (Run Route) | 05/09/2025 08:00 AM - 08:00 PM | Move In | 337.50 |
| Pacific Amphitheatre (Run Route) | 05/09/2025 08:00 AM - 08:00 PM | Move In | 2,356.25 |
| Park Plaza | 05/09/2025 08:00 AM - 08:00 PM | Move In | 875.00 |
| Park Plaza (Packet Pick-Up) | 05/09/2025 04:30 PM - 07:00 PM | Packet Pick-Up | Included |
| Plaza Pacifica | 05/09/2025 08:00 AM - 08:00 PM | Move In | 875.00 |
| Saturday | | | |
| Country Meadows (Run Route) | 05/10/2025 05:00 PM - 10:30 PM | Event | 1,075.00 |
| Crafters Village (Run Route) | 05/10/2025 05:00 PM - 10:30 PM | Event | 675.00 |
| Pacific Amphitheatre (Run Route) | 05/10/2025 05:00 PM - 10:30 PM | Event | 4,712.50 |
| Park Plaza | 05/10/2025 05:00 PM - 10:30 PM | Event | 1,750.00 |
| Plaza Pacifica | 05/10/2025 05:00 PM - 10:30 PM | Event | 1,750.00 |
| Total: | | | 14,943.75 |

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

Move out must be completed by 11:59 PM Saturday - May 10, 2025 to avoid additional charges.

| Estimated Equipment Fees | | | | |
|------------------------------------|-------------------------|--------------|-----------------|---------------|
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
| Barricade (Plastic) | TBD | TBD EA | 15.00 EA | TBD |
| Dumpster | Estimate 20 | 20.00 EA | 20.00 EA | 400.00 |
| Electrical Splitter Box | TBD | TBD EA | 55.00 EA | TBD |
| Electrical Usage Rate | Estimate Only | 1.00 EA | 300.00 EVT | 300.00 |
| Forklift | TBD | TBD HR | 75.00 HR | TBD |
| Hang Tag - 1 Day | TBD | TBD EA | 6.00 EA | TBD |
| Marquee Board | 04/13/2025 - 05/10/2025 | 1.00 WK | Included | Included |
| Picnic Table (Rectangular & Round) | TBD | TBD EA | 15.00 EA | TBD |
| Portable Electronic Message Board | 05/10/2025 | 2.00 EA | 75.00 EA/DAY | 150.00 |
| Scissor Lift | TBD | TBD HR | 75.00 HR | TBD |
| Sweeper (In-House) | Estimate 5 Hours | 5.00 HR | 75.00 HR | 375.00 |
| Umbrella w/Stand | TBD | TBD EA | 15.00 EA | TBD |
| Total: | | | 1,225.00 | |

| Reimbursable Personnel and Services Fees | | | | |
|------------------------------------------|-------------------|--------------|-------------|---------------|
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
| Event Operations | | | | |
| Set Up | | | | |
| Grounds Attendant | Estimate 16 Hours | 16.00 HR | 29.00 HR | 464.00 |
| Janitorial Attendant | Estimate 15 Hours | 15.00 HR | 29.00 HR | 435.00 |
| Electrician | Estimate 1 Hour | 1.00 HR | 72.50 HR | 72.50 |

EXHIBIT A

Event Information

Event Day

| | | | | | | |
|---------------------------|------------------------------|------|----|-------|----|----------|
| Grounds Attendant Lead | 05/10/2025 04:00PM - 11:30PM | 1.00 | EA | 34.00 | HR | 255.00 |
| Grounds Attendant | 05/10/2025 04:00PM - 11:30PM | 2.00 | EA | 29.00 | HR | 435.00 |
| Janitorial Attendant Lead | 05/10/2025 04:00PM - 11:30PM | 1.00 | EA | 34.00 | HR | 255.00 |
| Janitorial Attendant | 05/10/2025 04:00PM - 11:30PM | 6.00 | EA | 29.00 | HR | 1,305.00 |

Clean Up

| | | | | | | |
|------------------------|-------------------|-------|----|-------|----|--------|
| Grounds Attendant Lead | Estimate 8 Hours | 8.00 | HR | 34.00 | HR | 272.00 |
| Grounds Attendant | Estimate 16 Hours | 16.00 | HR | 29.00 | HR | 464.00 |
| Janitorial Attendant | Estimate 24 Hours | 24.00 | HR | 29.00 | HR | 696.00 |
| Electrician | Estimate 1 Hour | 1.00 | HR | 72.50 | HR | 72.50 |

Event Sales & Services

| | | | | | | |
|-------------------|------------------------------|------|----|-------|----|--------|
| Event Coordinator | 05/10/2025 04:00PM - 11:30PM | 1.00 | EA | 56.00 | HR | 420.00 |
|-------------------|------------------------------|------|----|-------|----|--------|

Parking

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

Safety & Security

| | | | | | | |
|-------------------------------------|------------------------------|-------|----|-------|----|----------|
| Security Attendant - Packet Pick-Up | 05/09/2025 03:30PM - 07:30PM | 2.00 | EA | 29.00 | HR | 232.00 |
| Security Attendant - Overnight | 05/09/2025 10:00PM - 08:00AM | 1.00 | EA | 29.00 | HR | 290.00 |
| Security Attendant Lead | 05/10/2025 04:00PM - 11:00PM | 1.00 | EA | 34.00 | HR | 238.00 |
| Security Attendant | 05/10/2025 04:00PM - 11:00PM | 11.00 | EA | 29.00 | HR | 2,233.00 |

Outside Services

| | | | | | | |
|--------------------------------------|----------------------------------------------------|------|----|----------|--------|----------|
| Emergency Medical Services | 05/10/2025 04:30PM - 11:00PM | 4.00 | EA | 34.00 | HR | 884.00 |
| Orange County Sheriff Services | Estimate Only | 1.00 | EA | 4,800.00 | EVT | 4,800.00 |
| Sound Monitor | 05/10/2025 | 1.00 | EA | 845.00 | EA/DAY | 845.00 |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR | 394.50 |
| Trash Collection & Sweeping Services | TBD | TBD | EA | TBD | EVT | TBD |

Total: 15,798.50

Summary

| | |
|----------------------------------------------------------------|-------------|
| Facility Rental Total | \$14,943.75 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$17,023.50 |
| Refundable Deposit | \$1,500.00 |

Grand Total: \$33,467.25

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|----------------------------------|-----------------|---------------|
| First Payment (25% Facility Fee) | Upon Signing | \$3,735.94 |
| Second Payment | 02/10/2025 | \$9,910.75 |
| Third Payment | 03/10/2025 | \$9,910.75 |
| Fourth Payment | 04/09/2025 | \$9,909.81 |

Total: \$33,467.25

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

MARKING THE GROUNDS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

EXHIBIT A

Event Information

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-057-25**

DATE **December 20, 2024**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 21 - 24, 2025

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

See Exhibit A

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

OC Home & Garden Show

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

\$23,139.50

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

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

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

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

Ultimate Trade Shows & Events, Inc.
P.O. Box 986
Riverton, UT 84065

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

By: _____ Date: _____
Title: Sylvia Andersen, Promoter

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

EXHIBIT A

| Event Information | | | |
|----------------------|-------------------------|-----------------------|------------------------------------------------------------|
| Event Name: | OC Home & Garden Show | Contract No: | R-057-25 |
| Contact Person: | Sylvia Andersen | Phone: | (801) 599-6664 |
| Event Date: | 02/22/2025 - 02/23/2025 | Hours: | Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM |
| Admission Price: | Free | | |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance: | 1,000 |

| Facility Rental Fees | | | |
|----------------------------------|--------------------------------|-----------------|---------------|
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
| Friday | | | |
| The Hangar | 02/21/2025 08:00 AM - 10:00 PM | Move In | 2,012.50 |
| Saturday | | | |
| The Hangar | 02/22/2025 10:00 AM - 06:00 PM | Event | 4,025.00 |
| Sunday | | | |
| The Hangar | 02/23/2025 10:00 AM - 05:00 PM | Event | 4,025.00 |
| Monday | | | |
| The Hangar | 02/24/2025 06:00 AM - 11:59 AM | Move Out | No Charge |

Total: 10,062.50

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

Move out must be completed by 11:59 AM Monday - February 24, 2025 to avoid additional charges.

| Estimated Equipment Fees | | | | | | |
|--------------------------------------|-------------------------|--------------|----|-------------|--------|-----------------|
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | | <u>Rate</u> | | <u>Actual</u> |
| 20 Amp Drop | TBD | TBD | EA | 25.00 | EA | TBD |
| 50 Amp Drop | TBD | TBD | EA | 70.00 | EA | TBD |
| Cable Ramp | TBD | TBD | EA | 15.00 | EA | TBD |
| Chair (Individual) | Estimate 22 | 22.00 | EA | 2.50 | EA | 55.00 |
| Dumpster | Estimate 7 | 7.00 | EA | 20.00 | EA | 140.00 |
| Electrical Splitter Box | Estimate 3 | 3.00 | EA | 55.00 | EA | 165.00 |
| Electrical Usage Rate | Estimate Only | 1.00 | EA | 550.00 | EVT | 550.00 |
| Forklift | Estimate 8 Hours | 8.00 | HR | 75.00 | HR | 600.00 |
| Man Lift | Estimate 2 Hours | 2.00 | HR | 75.00 | HR | 150.00 |
| Marquee Board | 02/17/2025 - 02/23/2025 | 1.00 | WK | Included | | Included |
| Picnic Table (Rectangular & Round) | TBD | TBD | EA | 15.00 | EA | TBD |
| Portable Electronic Message Board | 02/22/2025 - 02/23/2025 | 2.00 | EA | 75.00 | EA/DAY | 300.00 |
| Public Address System (Per Building) | 02/22/2025 - 02/23/2025 | 1.00 | EA | 75.00 | EA/DAY | 150.00 |
| Scissor Lift | TBD | TBD | HR | 75.00 | HR | TBD |
| Sweeper (In-House) | Estimate 3 Hours | 3.00 | HR | 75.00 | HR | 225.00 |
| Total: | | | | | | 2,335.00 |

| Reimbursable Personnel and Services Fees | | | | | | |
|------------------------------------------|------------------|--------------|----|-------------|----|---------------|
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | | <u>Rate</u> | | <u>Actual</u> |
| <u>Event Operations</u> | | | | | | |
| Set Up | | | | | | |
| Grounds Attendant | Estimate 8 Hours | 8.00 | HR | 29.00 | HR | 232.00 |
| Janitorial Attendant | Estimate 8 Hours | 8.00 | HR | 29.00 | HR | 232.00 |
| Electrician | Estimate 4 Hours | 4.00 | HR | 72.50 | HR | 290.00 |

EXHIBIT A

Event Information

Event Day

| | | | | | | |
|------------------------|------------------------------|------|----|-------|----|--------|
| Grounds Attendant Lead | 02/22/2025 09:00AM - 07:00PM | 1.00 | EA | 34.00 | HR | 340.00 |
| Grounds Attendant | 02/22/2025 09:00AM - 07:00PM | 1.00 | EA | 29.00 | HR | 290.00 |
| Janitorial Attendant | 02/22/2025 09:00AM - 07:00PM | 2.00 | EA | 29.00 | HR | 580.00 |
| Electrician | 02/22/2025 09:00AM - 07:00PM | 1.00 | EA | 72.50 | HR | 725.00 |
| Grounds Attendant Lead | 02/23/2025 09:00AM - 06:00PM | 1.00 | EA | 34.00 | HR | 306.00 |
| Grounds Attendant | 02/23/2025 09:00AM - 06:00PM | 1.00 | EA | 29.00 | HR | 261.00 |
| Janitorial Attendant | 02/23/2025 09:00AM - 06:00PM | 2.00 | EA | 29.00 | HR | 522.00 |
| Electrician | 02/23/2025 09:00AM - 06:00PM | 1.00 | EA | 72.50 | HR | 652.50 |

Clean Up

| | | | | | | |
|------------------------|-------------------|-------|----|-------|----|--------|
| Grounds Attendant Lead | Estimate 5 Hours | 5.00 | HR | 34.00 | HR | 170.00 |
| Grounds Attendant | Estimate 12 Hours | 12.00 | HR | 29.00 | HR | 348.00 |
| Janitorial Attendant | Estimate 8 Hours | 8.00 | HR | 29.00 | HR | 232.00 |
| Electrician | Estimate 2 Hours | 2.00 | HR | 72.50 | HR | 145.00 |

Event Sales & Services

| | | | | | | |
|-------------------|------------------------------|------|----|-------|----|--------|
| Event Coordinator | 02/22/2025 09:00AM - 07:00PM | 1.00 | EA | 56.00 | HR | 560.00 |
| Event Coordinator | 02/23/2025 09:00AM - 06:00PM | 1.00 | EA | 56.00 | HR | 504.00 |

Parking

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

Safety & Security

| | | | | | | |
|--------------------|------------------------------|------|----|-------|----|--------|
| Security Attendant | 02/22/2025 09:00AM - 06:30PM | 2.00 | EA | 29.00 | HR | 551.00 |
| Security Attendant | 02/23/2025 09:00AM - 05:30PM | 2.00 | EA | 29.00 | HR | 493.00 |

Technology

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

Outside Services

| | | | | | | |
|----------------------------|----------------------------------------------------|------|----|--------|----|--------|
| Emergency Medical Services | 02/22/2025 09:30AM - 06:30PM | 1.00 | EA | 34.00 | HR | 306.00 |
| Emergency Medical Services | 02/23/2025 09:30AM - 05:30PM | 1.00 | EA | 34.00 | HR | 272.00 |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR | 394.50 |

Total: 9,242.00

Summary

| | |
|----------------------------------------------------------------|-------------|
| Facility Rental Total | \$10,062.50 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$11,577.00 |
| Refundable Deposit | \$1,500.00 |

Grand Total: \$23,139.50

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|---------------|
| First Payment | Upon Signing | \$11,569.75 |
| Second Payment | 01/21/2025 | \$11,569.75 |

Total: \$23,139.50

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-058-25**

REVIEWED _____

DATE **December 23, 2024**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1, 2025 - December 31, 2029

**With five (5) one (1) option years; 01/01/2030 - 12/31/2030; 01/01/2031 - 12/31/2031;
01/01/2032 - 12/31/2032; 01/01/2033 - 12/31/2033; 01/01/2034 - 12/31/2034**

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

See Exhibit A

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

Mass Reception, Care and Shelter Site – As Required During Major Emergencies

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

Fee Waived

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

failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

APPROVED AS TO FORM:

**OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA**

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

By: _____
Deputy

By: _____

Dated: _____
Michele A. Richards
Chief Executive Officer

**Recommended By:
OC SHERIFF – CORONER**

By: _____

Dated: _____
Melissa Rios
Real Estate Analyst

COUNTY EXECUTIVE OFFICE

By: _____
Steve Miller
Real Estate Manager

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE CHAIR OF
THE BOARD PER GC § 25103, RESO.
79-1535

Attest:

Robin Stieler
Clerk of the Board of Supervisors
of Orange County, California

COUNTY

COUNTY OF ORANGE

Chairman of the Board of Supervisors
Orange County, California

EXHIBIT A

Event Information

| | | | |
|-----------------------------|------------------------------------------------------------------------------|------------------------------|---------------------------|
| Event Name: | Mass Reception, Care and Shelter Site - As Required During Major Emergencies | Contract No: | R-058-25 |
| Contact Person: | Donald Barnes | Phone: | (714) 628-7672 |
| Event Date: | 01/01/2025 - 12/31/2029 | Hours: | 12:00 AM - 11:59 PM Daily |
| Vehicle Parking Fee: | No Charge | Projected Attendance: | 500 - 10,000 |

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|-----------------------------------------|------------------|-----------------|---------------|
| Anaheim Building (#16) | TBD | Shelter Site | Fee Waived |
| Costa Mesa Building (#10) | TBD | Shelter Site | Fee Waived |
| Huntington Beach Building (#12) | TBD | Shelter Site | Fee Waived |
| Los Alamitos Building (#14) | TBD | Shelter Site | Fee Waived |
| Main Mall | TBD | Shelter Site | Fee Waived |
| OC Promenade (The Span) | TBD | Shelter Site | Fee Waived |
| Parking Lot A | TBD | Shelter Site | Fee Waived |
| Parking Lot C | TBD | Shelter Site | Fee Waived |
| Parking Lot E | TBD | Shelter Site | Fee Waived |
| Parking Lot I | TBD | Shelter Site | Fee Waived |
| Santa Ana Pavilion (Parade of Products) | TBD | Shelter Site | Fee Waived |
| The Hangar | TBD | Shelter Site | Fee Waived |

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EXHIBIT A

Event Information

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-059-25**

DATE **January 2, 2025**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 11, 2025

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

See Exhibit A

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

RCRBA Rabbit & Cavy Show

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

\$130.00

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

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

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

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

Riverside County Rabbit Breeders Association
PO Box 292360
Phelan, CA 92329

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

By: _____ Date: _____
Title: Linda Bell, Member

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

AGREEMENT: R-059-25
DATED: January 7, 2025
WITH: Riverside County Rabbit Breeders Association
PHONE: (951) 323-4085

EXHIBIT "A"

DATE(S) OF EVENT: **January 11, 2025**

BUILDING(S)/LOCATION(S):

Millennium Barn

RENTER AGREES:

- That the term of this Agreement is on January 11, 2025
- **To conduct a rabbit and cavy show on Saturday, January 11, 2025 with set-up as early as 6:30 a.m. and teardown to be concluded by 6 p.m.**
- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of renter listed above will enter the property at the Main Gate (Gate 1), off Fair Drive and enter through the Centennial Farm Gate. Should Main Gate (Gate 1) need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of renter listed above can access the property at Gate 4 off of Arlington Drive.
- That parking around the building is not permitted. Staff and members are required to park in Parking Lot B in a marked parking stall or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- Renter is responsible for setup and teardown for the meetings.
- To collect and process all entries necessary to conduct the rabbit and cavy show.
- Staffing and additional equipment rental/usage cost are not included in this rental agreement. Please refer to the rental rates sheet on OCFair.com for more information.
- To properly teardown show equipment rented via OCFEC at the end of the show.
- To leave the facilities in same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (*see Exhibit D for Millennium Barn layout*).
- That all trash generated by renter be taken out to appropriate disposal areas at Centennial Farm.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by Renter or its members.
- To reimburse District (OCFEC) for the cost of Special Event Liability Insurance (SELI) in order to provide the event with the necessary insurance coverage.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact the Safety & Security Department at (714) 708-1588. Security will then notify outside emergency personnel if needed.

- To pay \$30.00 for show equipment rental (details outlined under the ‘32nd District (OCFEC) will provide:’) and \$100.00 for SELI, totaling \$130.00.

32nd District (OCFEC) will provide:

- Six (6) complete judging set-ups including six (6) carpeted tables, eight (8) judging cages and twelve (12) table legs.
- Additional tables and chairs limited to what is in supply at Centennial Farm.
- Special Event Liability Insurance to be reimbursed by renter.
- Access to Centennial Farm Gate and Silo Building.
- Parking access through the Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

Payment Schedule:

Payment of \$130.00 is due on or before January 10, 2025 to cover the event taking place on January 11, 2025.

A \$25.00 late fee will be added if payment is not received by the due date listed above.

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

The OC Fair & Event Center will notify renter in the event of a new location is needed for your meeting. If meeting needs to be cancelled due to lack of meeting space. Renter will be reimbursed that month rental fee.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

See Exhibit V for OCFEC COVID-19 Infection Mitigation Protocol and Procedure Guidelines.

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Riverside County Rabbit Breeders Association must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Riverside County Rabbit Breeders Association must execute changes within the specified time frame.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-060-25**

DATE **January 2, 2025**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 22, 2025

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

See Exhibit A

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

RCRBA Rabbit & Cavy Show

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

\$160.00

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

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

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

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

Riverside County Rabbit Breeders Association
PO Box 292360
Phelan, CA 92329

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

By: _____ Date: _____
Title: Linda Bell, Member

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

AGREEMENT: R-060-25
DATED: January 11, 2025
WITH: Riverside County Rabbit Breeders Association
PHONE: (951) 323-4085

EXHIBIT "A"

DATE(S) OF EVENT: **February 22, 2025**

BUILDING(S)/LOCATION(S):
Millennium Barn

RENTER AGREES:

- That the term of this Agreement is on February 22, 2025
- **To conduct a rabbit and cavy show on Saturday - February 22, 2025 with set-up as early as 6:30 a.m. and teardown to be concluded by 6 p.m.**
- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of renter listed above will enter the property at the Main Gate (Gate 1), off Fair Drive and enter through the Centennial Farm Gate. Should Main Gate (Gate 1) need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of renter listed above can access the property at Gate 4 off of Arlington Drive.
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- To pay \$60.00 for show equipment rental (details outlined under the ‘32nd District (OCFEC) will provide:’) and \$100.00 for SELI, totaling \$160.00.

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Payment Schedule:

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STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Riverside County Rabbit Breeders Association must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Riverside County Rabbit Breeders Association must execute changes within the specified time frame.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-061-25**

DATE **January 2, 2025**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

May 10, 2025

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

See Exhibit A

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

RCRBA Rabbit & Cavy Show

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

\$160.00

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

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers’ Compensation law and Renter himself/herself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.
15. The Rules and Regulations printed on the next page are made a part of this Agreement as though fully incorporated herein, and Renter agrees that he has read this Agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the Parties hereto.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
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PO Box 292360
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32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By: _____ Date: _____
Title: Linda Bell, Member

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

AGREEMENT: R-061-25
DATED: January 11, 2025
WITH: Riverside County Rabbit Breeders Association
PHONE: (951) 323-4085

EXHIBIT "A"

DATE(S) OF EVENT: **May 10, 2025**

BUILDING(S)/LOCATION(S):
Millennium Barn

RENTER AGREES:

- That the term of this Agreement is on May 10, 2025
- **To conduct a rabbit and cavy show on Saturday - May 10, 2025 with set-up as early as 6:30 a.m. and teardown to be concluded by 6 p.m.**
- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
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- Special Event Liability Insurance to be reimbursed by renter.
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- Parking access through the Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

Payment Schedule:

Payment of \$160.00 is due on or before April 25, 2025 to cover the event taking place on May 10, 2025.

A \$25.00 late fee will be added if payment is not received by the due date listed above.

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OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Riverside County Rabbit Breeders Association must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Riverside County Rabbit Breeders Association must execute changes within the specified time frame.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-062-25**

DATE **January 2, 2025**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

June 7, 2025

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

See Exhibit A

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

RCRBA Rabbit & Cavy Show

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

\$160.00

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

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

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

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

Riverside County Rabbit Breeders Association
PO Box 292360
Phelan, CA 92329

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

By: _____ Date: _____
Title: Linda Bell, Member

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

AGREEMENT: R-062-25
DATED: January 11, 2025
WITH: Riverside County Rabbit Breeders Association
PHONE: (951) 323-4085

EXHIBIT "A"

DATE(S) OF EVENT: **June 7, 2025**

BUILDING(S)/LOCATION(S):
Millennium Barn

RENTER AGREES:

- That the term of this Agreement is on June 7, 2025
- **To conduct a rabbit and cavy show on Saturday - June 7, 2025 with set-up as early as 6:30 a.m. and teardown to be concluded by 6 p.m.**
- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of renter listed above will enter the property at the Main Gate (Gate 1), off Fair Drive and enter through the Centennial Farm Gate. Should Main Gate (Gate 1) need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of renter listed above can access the property at Gate 4 off of Arlington Drive.
- That parking around the building is not permitted. Staff and members are required to park in Parking Lot B in a marked parking stall or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- Renter is responsible for setup and teardown for the meetings.
- To collect and process all entries necessary to conduct the rabbit and cavy show.
- Staffing and additional equipment rental/usage cost are not included in this rental agreement. Please refer to the rental rates sheet on OCFair.com for more information.
- To properly teardown show equipment rented via OCFEC at the end of the show.
- To leave the facilities in same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (*see Exhibit D for Millennium Barn layout*).
- That all trash generated by renter be taken out to appropriate disposal areas at Centennial Farm.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by Renter or its members.
- To reimburse District (OCFEC) for the cost of Special Event Liability Insurance (SELI) in order to provide the event with the necessary insurance coverage.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact the Safety & Security Department at (714) 708-1588. Security will then notify outside emergency personnel if needed.

- To pay \$60.00 for show equipment rental (details outlined under the ‘32nd District (OCFEC) will provide:’) and \$100.00 for SELI, totaling \$160.00.

32nd District (OCFEC) will provide:

- Six (6) complete judging set-ups including six (6) carpeted tables, eight (8) judging cages and twelve (12) table legs.
- Additional tables and chairs limited to what is in supply at Centennial Farm.
- Special Event Liability Insurance to be reimbursed by renter.
- Access to Centennial Farm Gate and Silo Building.
- Parking access through the Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

Payment Schedule:

Payment of \$160.00 is due on or before May 23, 2025 to cover the event taking place on June 7, 2025.

A \$25.00 late fee will be added if payment is not received by the due date listed above.

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

The OC Fair & Event Center will notify renter in the event of a new location is needed for your meeting. If meeting needs to be cancelled due to lack of meeting space. Renter will be reimbursed that month rental fee.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at

<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Riverside County Rabbit Breeders Association must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Riverside County Rabbit Breeders Association must execute changes within the specified time frame.



R C.G. 12/26/24

A _____

**AMENDMENT TO OC JAPAN FAIR
(APRIL 2025)**

DATE: December 26, 2024

RENTAL AGREEMENT: R-012-25

AMENDMENT #1

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

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

| <u>Facility and/or Area Fees</u> | <u>Date Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|-----------------|
| Thursday | | | |
| OC Promenade (Span) | 04/03/2025 07:00 AM - 05:00 PM | Move In | 1,362.50 |
| Total: | | | 1,362.50 |

Summary

| | |
|---------------------------------------------------------------------------------|---------------------|
| Rental Agreement Facility Fee Total | \$55,075.00 |
| Amendment #1 Facility Fee Total | \$56,437.50 |
| Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total | \$131,888.50 |
| Refundable Deposit | \$2,000.00 |
| Grand Total: | \$190,326.00 |

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|---------------------|---------------------|
| First Payment | <i>Upon Signing</i> | \$5,000.00 |
| Second Payment | 02/03/2025 | \$92,663.00 |
| Third Payment | 03/03/2025 | \$92,663.00 |
| Payment Total: | | \$190,326.00 |

Adentope, Inc. dba Japan Product Promotion
21171 S Western Avenue, Suite 2639
Torrance, CA 90501

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

By _____ Date: _____
Title: Masataka Taguchi, Producer

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



FORM F-31

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

REVIEWED _____

DATE **January 11, 2025**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

March 27 - 30, 2025

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

See Exhibit A

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

Impalas Magazine Car Expo

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

\$120,335.50

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

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

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

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

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

By: _____ Date: _____
Title: **Mark Sermenon, President**

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

EXHIBIT A

| Event Information | | | | |
|-----------------------------------------|-------------------------------------|-----------------------|--------------------------------------------------------|--|
| Event Name: | Impalas Magazine Car Expo | Contract No: | R-021-25 REVISED | |
| Contact Person: | Mark Sermenio | Phone: | (408) 314-4686 | |
| Event Date: | 03/29/2025 | Hours: | Event: 11:00 AM - 6:00 PM Awards: 6:00 PM - 8:00 PM | |
| Admission Price: | TBD | | | |
| Vehicle Parking Fee: | \$12.00 General Parking (See Terms) | Projected Attendance: | 2,000 | |
| Facility Rental Fees | | | | |
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> | |
| Thursday | | | | |
| Anaheim Building (#16) | 03/27/2025 08:00 AM - 10:00 PM | Move In | 1,362.50 | |
| Costa Mesa Building (#10) | 03/27/2025 08:00 AM - 10:00 PM | Move In | 2,412.50 | |
| Huntington Beach Building (#12) | 03/27/2025 08:00 AM - 10:00 PM | Move In | 1,912.50 | |
| Los Alamitos Building (#14) | 03/27/2025 08:00 AM - 10:00 PM | Move In | 1,712.50 | |
| Main Mall | 03/27/2025 08:00 AM - 10:00 PM | Move In | 975.00 | |
| OC Promenade (Span) | 03/27/2025 08:00 AM - 10:00 PM | Move In | 1,362.50 | |
| Parking Lot I | 03/27/2025 08:00 AM - 10:00 PM | Move In | 1,125.00 | |
| Santa Ana Pavilion (Parade of Products) | 03/27/2025 08:00 AM - 10:00 PM | Move In | 1,212.50 | |
| The Hangar | 03/27/2025 08:00 AM - 10:00 PM | Move In | 2,012.50 | |
| Friday | | | | |
| Anaheim Building (#16) | 03/28/2025 08:00 AM - 10:00 PM | Move In | 1,362.50 | |
| Costa Mesa Building (#10) | 03/28/2025 08:00 AM - 10:00 PM | Move In | 2,412.50 | |
| Huntington Beach Building (#12) | 03/28/2025 08:00 AM - 10:00 PM | Move In | 1,912.50 | |
| Los Alamitos Building (#14) | 03/28/2025 08:00 AM - 10:00 PM | Move In | 1,712.50 | |
| Main Mall | 03/28/2025 08:00 AM - 10:00 PM | Move In | 975.00 | |
| OC Promenade (Span) | 03/28/2025 08:00 AM - 10:00 PM | Move In | 1,362.50 | |
| Parking Lot I | 03/28/2025 08:00 AM - 10:00 PM | Move In | 1,125.00 | |
| Santa Ana Pavilion (Parade of Products) | 03/28/2025 08:00 AM - 10:00 PM | Move In | 1,212.50 | |
| The Hangar | 03/28/2025 08:00 AM - 10:00 PM | Move In | 2,012.50 | |
| Saturday | | | | |
| Anaheim Building (#16) | 03/29/2025 11:00 AM - 08:00 PM | Event | 2,725.00 | |
| Costa Mesa Building (#10) | 03/29/2025 11:00 AM - 08:00 PM | Event | 4,825.00 | |
| Huntington Beach Building (#12) | 03/29/2025 11:00 AM - 08:00 PM | Event | 3,825.00 | |
| Los Alamitos Building (#14) | 03/29/2025 11:00 AM - 08:00 PM | Event | 3,425.00 | |
| Main Mall | 03/29/2025 11:00 AM - 08:00 PM | Event | 1,950.00 | |
| OC Promenade (Span) | 03/29/2025 11:00 AM - 08:00 PM | Event | 2,725.00 | |
| Parking Lot I | 03/29/2025 11:00 AM - 08:00 PM | Event | 2,250.00 | |
| Santa Ana Pavilion (Parade of Products) | 03/29/2025 11:00 AM - 08:00 PM | Event | 2,425.00 | |
| The Hangar | 03/29/2025 11:00 AM - 08:00 PM | Event | 4,025.00 | |
| Sunday | | | | |
| Anaheim Building (#16) | 03/30/2025 06:00 AM - 11:59 AM | Move Out | No Charge | |
| Costa Mesa Building (#10) | 03/30/2025 06:00 AM - 11:59 AM | Move Out | No Charge | |
| Huntington Beach Building (#12) | 03/30/2025 06:00 AM - 11:59 AM | Move Out | No Charge | |
| Los Alamitos Building (#14) | 03/30/2025 06:00 AM - 11:59 AM | Move Out | No Charge | |
| Main Mall | 03/30/2025 06:00 AM - 11:59 AM | Move Out | No Charge | |
| OC Promenade (Span) | 03/30/2025 06:00 AM - 11:59 AM | Move Out | No Charge | |
| Parking Lot I | 03/30/2025 06:00 AM - 11:59 AM | Move Out | No Charge | |
| Santa Ana Pavilion (Parade of Products) | 03/30/2025 06:00 AM - 11:59 AM | Move Out | No Charge | |
| The Hangar | 03/30/2025 06:00 AM - 11:59 AM | Move Out | No Charge | |
| Total: | | | 56,350.00 | |

EXHIBIT A

Event Information

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

Move out must be completed by 11:59 AM Sunday - March 30, 2025 to avoid additional charges.

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | | <u>Rate</u> | | <u>Actual</u> |
|--------------------------------------|-------------------------|--------------|-----|-------------|--------|------------------|
| 20 Amp Drop | TBD | TBD | EA | 25.00 | EA | TBD |
| 50 Amp Drop | TBD | TBD | EA | 70.00 | EA | TBD |
| 100 Amp Drop | Estimate 1 | 1.00 | EA | 180.00 | EA | 180.00 |
| 200 Amp Drop | TBD | TBD | EA | 360.00 | EA | TBD |
| 40 Yard Dumpster | Estimate 3 | 3.00 | EA | 232.00 | EA | 696.00 |
| Barricade (Metal) | Estimate 15 | 15.00 | EA | 15.00 | EA | 225.00 |
| Barricade (Plastic) | TBD | TBD | EA | 15.00 | EA | TBD |
| Bleacher (100 Seat Section) | Estimate 2 | 2.00 | EA | 250.00 | EA | 500.00 |
| Bleachers (50 Seat Section) | Estimate 2 | 2.00 | EA | 150.00 | EA | 300.00 |
| Cable Ramp | Estimate 10 | 10.00 | EA | 15.00 | EA | 150.00 |
| Chair (Individual) | TBD | TBD | EA | 2.50 | EA | TBD |
| Electrical Splitter Box | Estimate 19 | 19.00 | EA | 55.00 | EA | 1,045.00 |
| Electrical Usage Rate | Estimate Only | 1.00 | EA | 3,600.00 | EVT | 3,600.00 |
| Fencing (Outside Rental) | Estimate Only | 1.00 | EA | 5,000.00 | EVT | 5,000.00 |
| Forklift | Estimate 14 Hours | 14.00 | HR | 75.00 | HR | 1,050.00 |
| Forklift (40 Yard Dumpster) | Estimate 12 Hours | 12.00 | HR | 75.00 | HR | 900.00 |
| Man Lift | Estimate 12 Hours | 12.00 | HR | 75.00 | HR | 900.00 |
| Marquee Board | 03/02/2025 - 03/29/2025 | 4.00 | WK | Included | | Included |
| Picnic Table (Rectangular & Round) | Estimate 20 | 20.00 | EA | 15.00 | EA | 300.00 |
| Portable Electronic Message Board | 03/29/2025 | 2.00 | EA | 75.00 | EA/DAY | 150.00 |
| Projector (12,000 Lumens) | TBD | TBD | EA | 3,000.00 | EA/DAY | TBD |
| Projector Screen in Hangar | TBD | TBD | EA | 300.00 | EA/DAY | TBD |
| Public Address System (Per Building) | TBD | TBD | EA | 75.00 | EA/DAY | TBD |
| Stanchion | Estimate 20 | 20.00 | EA | 5.00 | EA | 100.00 |
| Sweeper (In-House) | Estimate 18 Hours | 18.00 | HR | 75.00 | HR | 1,350.00 |
| Ticket Booth (Double Window) | Estimate 3 | 3.00 | EA | 100.00 | EA | 300.00 |
| Tonnage Weight (40 Yard Dumpster) | Estimate 6 Tons | 6.00 | TON | 80.00 | TON | 480.00 |
| Yellow Bollard | TBD | TBD | EA | 15.00 | EA | TBD |
| Total: | | | | | | 17,226.00 |

Reimbursable Personnel and Services Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | | <u>Rate</u> | | <u>Actual</u> |
|---------------------------|------------------------------|--------------|----|-------------|----|---------------|
| <u>Event Operations</u> | | | | | | |
| Set Up | | | | | | |
| Grounds Attendant Lead | Estimate 16 Hours | 16.00 | HR | 34.00 | HR | 544.00 |
| Grounds Attendant | Estimate 37 Hours | 37.00 | HR | 29.00 | HR | 1,073.00 |
| Janitorial Attendant | Estimate 48 Hours | 48.00 | HR | 29.00 | HR | 1,392.00 |
| Electrician | Estimate 16 Hours | 16.00 | HR | 72.50 | HR | 1,160.00 |
| Event Day | | | | | | |
| Grounds Attendant Lead | 03/29/2025 10:00AM - 09:00PM | 1.00 | EA | 34.00 | HR | 374.00 |
| Grounds Attendant | 03/29/2025 10:00AM - 09:00PM | 8.00 | EA | 29.00 | HR | 2,552.00 |
| Janitorial Attendant Lead | 03/29/2025 10:00AM - 09:00PM | 1.00 | EA | 34.00 | HR | 374.00 |
| Janitorial Attendant | 03/29/2025 10:00AM - 09:00PM | 18.00 | EA | 29.00 | HR | 5,742.00 |
| Electrician | 03/29/2025 10:00AM - 09:00PM | 1.00 | EA | 72.50 | HR | 797.50 |

EXHIBIT A

Event Information

Clean Up

| | | | | | | |
|------------------------|-------------------|-------|----|-------|----|----------|
| Grounds Attendant Lead | Estimate 16 Hours | 16.00 | HR | 34.00 | HR | 544.00 |
| Grounds Attendant | Estimate 53 Hours | 53.00 | HR | 29.00 | HR | 1,537.00 |
| Janitorial Attendant | Estimate 32 Hours | 32.00 | HR | 29.00 | HR | 928.00 |
| Electrician | Estimate 12 Hours | 12.00 | HR | 72.50 | HR | 870.00 |

Event Sales & Services

| | | | | | | |
|-------------------|------------------------------|------|----|-------|----|--------|
| Event Coordinator | 03/29/2025 10:00AM - 09:00PM | 1.00 | EA | 56.00 | HR | 616.00 |
|-------------------|------------------------------|------|----|-------|----|--------|

Parking

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

Safety & Security

| | | | | | | |
|--------------------------------|------------------------------|-------|----|-------|----|----------|
| Security Attendant - Overnight | 03/27/2025 08:00PM - 08:00AM | 1.00 | EA | 29.00 | HR | 348.00 |
| Security Attendant - Overnight | 03/28/2025 08:00PM - 08:00AM | 1.00 | EA | 29.00 | HR | 348.00 |
| Security Attendant Lead | 03/29/2025 10:00AM - 08:30PM | 1.00 | EA | 34.00 | HR | 357.00 |
| Security Attendant | 03/29/2025 10:00AM - 08:30PM | 16.00 | EA | 29.00 | HR | 4,872.00 |

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

Technology

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

Outside Services

| | | | | | | |
|--------------------------------------|----------------------------------------------------|------|----|-----------|--------|-----------|
| Emergency Medical Services | 03/29/2025 10:30AM - 08:30PM | 4.00 | EA | 34.00 | HR | 1,360.00 |
| Orange County Sheriff Services | Estimate Only | 1.00 | EA | 11,800.00 | EVT | 11,800.00 |
| Sound Monitor | 03/29/2025 | 1.00 | EA | 845.00 | EA/DAY | 845.00 |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 5.00 | HR | 263.00 | HR | 1,315.00 |
| Trash Collection & Sweeping Services | Estimate Only | 1.00 | EA | 1,275.00 | EVT | 1,275.00 |

Total: 41,759.50

Summary

| | |
|----------------------------------------------------------------|-------------|
| Facility Rental Total | \$56,350.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$58,985.50 |
| Refundable Deposit | \$5,000.00 |

Grand Total: \$120,335.50

Payment Schedule

Payment Schedule

| | <u>Due Date</u> | <u>Amount</u> |
|---------------------------------------|---------------------|--------------------|
| First Payment - (25% of Facility Fee) | PAID | \$14,087.50 |
| Second Payment | <i>Upon Signing</i> | \$35,416.00 |
| Third Payment | 01/30/2025 | \$35,416.00 |
| Fourth Payment | 02/28/2025 | \$35,416.00 |

Total: \$120,335.50

Please Remit Payment in *Check or Credit Card Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

INFLATABLE AMUSEMENTS AND ATTRACTIONS

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

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING FEE

2025 Parking Fee is pending and subject to price increase.

EXHIBIT A

Event Information

PEPSI BEVERAGES – SPONSOR PRODUCTS

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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



R_____

A_____

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

DATE: November 20, 2024

RENTAL AGREEMENT: R-042-25

AMENDMENT #1

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

SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES

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

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

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





Summary

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

Payment Schedule

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

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

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

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

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

