

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

1 of 2

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>TERM</b>	<b>SPACE SIZE</b>	<b>AMOUNT</b>
25703	AMC Marketing LLC	Promote Travel Agency	Family Fair Way	7/7/2025-8/22/2025	15' x 10'	\$15,000.00
25731	AT&T	AT&T: Cellular Devices, Tablets, Watches, Home Services, Speakers, Phone Cases, Screen Protectors	Costa Mesa	7/7/2025-8/22/2025	16' x 10'	\$16,000.00
25705	Automobile Club of Southern California	Insurance: Auto, Home, Boat, Umbrella, Life; ID Theft Member Sign-Ups; Roadside Assistance Membership - Lead Generation Only	Family Fair Way	7/7/2025-8/22/2025	20' x 10'	\$20,000.00
25709	California Deluxe Windows	Custom Windows, Doors and Exterior Life Paint	Memorial Way	7/7/2025-8/22/2025	20'x10'	\$20,000.00
25711	Chapman Jewelry Inc.	Toe Rings, Thumb Rings, Anklets, Stacking Rings, Ear Cuffs, Ear Climbers, Ear Wraps, Permanent Jewelry, Earrings	Costa Mesa	7/7/2025-8/22/2025	40'x8'	\$23,900.00
25712	Charmed by Rie	Permanent Jewelry and Charm Bar: Bracelets, Necklaces, Anklets, and Rings in Gold Fill, Gold Plate, Rose Gold and Sterling Silver	Costa Mesa	7/7/2025-8/22/2025	10' x 8"	\$8,000.00
25713	Cigma, Inc.	Clipless Curling and Flat Irons, Blow Dryers, Electric Brushes, Heat Brushes, Hair Extensions, Serums, Shampoo, Conditioner; HIDOW Tens Units; Ionic Bracelets and Chains	Costa Mesa	7/7/2025-8/22/2025	16'x10'; 16x10	\$32,000.00
25714	Coastal Hot Spring Spas, Inc. dba Coastal Spa & Patio	Artesian Spas® Caldera® Spas, Freflow Spas®, Hot Spring® Spas, Platinum Spas, TidalFit® Swim Spas, Tylo® Outdoor Saunas	Fair Square; Fair Square	7/7/2025-8/22/2025	50' x 30'; 50'x30'	\$97,500.00
25718	Kaleo Marketing LLC	Vacation Clubs - Lead Generating Only	Country Meadows,	7/7/2025-8/22/2025	10'x15', 20'x10'	\$35,000.00
25722	Reborn Cabinets, Inc.	Kitchen & Bathroom Remodeling Service-Lead Generating Only	Costa Mesa	7/7/2025-8/22/2025	20' x 8'	\$16,000.00
25723	Renewal by Andersen, LLC	Renewal by Andersen Windows and Doors - Lead Generating Only	Costa Mesa	7/7/2025-8/22/2025	16' x 10'	\$16,000.00
25724	RM Art Designs LLC	Mosaic Lamps, Turkish Ceramic Bowls and Plates, Home Goods, Wooden Baskets, Turkish Jewelry: Necklaces, Rings, Bracelets, Earrings, Pouch Bags, Evil Eyes, Keychains	Santa Ana Pavilion	7/7/2025-8/22/2025	10' x 15'; 20' x 15'	\$25,400.00
25726	So Relax California, Inc.	Mini Chinese Acupressur Chair Massage Sessions	Santa Ana Pavilion	7/7/2025-8/22/2025	10' x 15'	\$15,000.00
25730	Superior Sleep Experience LLC	Superior Sleep Gel Top Adjustable Beds	Costa Mesa	7/7/2025-8/22/2025	16'x10'	\$16,000.00

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25706	Thien Dinh Tran	Bamboo Pillows and Sheets	Costa Mesa	7/7/2025-8/22/2025	16' x 10'	\$16,000.00
25734	Winning Ways, Inc.	Winning Ways Vacation Resorts - Lead Generating Only	Santa Ana Pavilion	7/7/2025-8/22/2025	10x15	\$15,000.00

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **AMC Marketing LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FFW #23** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Family Fair Way	15' x 10'	Platinum Space	\$15,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/23/2025	\$ 7,525.00
Final Payment	5/23/2025	\$ 7,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$15,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 23, 2025.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 directly accruing or directly resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement 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.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
e. Map of Fairgrounds Depicting Premises	Exhibit D
f. Assembly Bill 1499	Exhibit F
g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this Agreement and neither party shall have any further liabilities and/or obligations in connection with this Agreement. If due to a Force Majeure event Contractor does not receive all the benefits provided for in this agreement the Association will provide with a reasonable and mutually agreed upon per day equivalent make good or pro rata refund of the Fee paid.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**Mary Caserta**  
**AMC Marketing LLC**  
**1074 South Walcott Avenue**  
**Mountain House, CA 95391**  
**Phone (714) 655-2714**  
**Email greatdesttravel@gmail.com**

**Michele Capps**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email mcapps@ocfair.com**

**Signature**

**Title**

**Date**

**Signature**

**Chief Business Development Officer**  
**Title**

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and 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.
4. 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. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. 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.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. 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.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood 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 and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds 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.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. 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 performances of the terms of this Agreement.
17. Renter, 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).
18. Renter recognizes and understands that this rental 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.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. 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.
21. 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.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.
25. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.
26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

#### **Executive Order N-6-22 – Russia Sanctions**

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

## **Exhibit A**

### **PRODUCTS AND OR SERVICES**

**AMC Marketing LLC**

Location/Space: Family Fair Way #23

Agreement No: **25703**

Date: March 21, 2025

Travel Vacation Clubs

**Lead Generating Only**



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25703**

**Date: March 21, 2025**

**Renter:**

**AMC Marketing LLC**

Seller's Permit Number: N/A

Taxpayer ID Number: 33-2166980

1074 South Walcott Avenue

Mountain House, CA 95391

(714) 655-2714

Mary Caserta, Owner

**Space Description/Designation:**

Family Fair Way- FFW #23 (15' x 10') – See Exhibit D for map location

**Space Fee:**

\$15,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Travel Vacation Clubs (Lead Generation Only)

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote AMC Marketing LLC outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Travel Vacation Clubs (product/service); FFW #23 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.
  - d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.

- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each day of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 150 square feet of space located on Family Fair Way (FFW #23).
- 2. To provide one (1) 15' x 10' square foot canopy for space located on Family Fair Way (FFW #23).
- 3. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 4. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 5. To provide ten (10) 2025 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 6. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 10. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 11. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

AMC Marketing LLC  
1074 South Walcott Avenue  
Mountain House, CA 95391

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

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Mary Caserta, Owner

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Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **AT&T Mobility, LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #607, #707** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
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Final Payment	5/23/2025	\$8,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$16,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 30, 2025.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
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g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**AT&T Mobility, LLC**  
Deyanira Ramirez  
1452 Edinger Avenue  
Tustin, CA 92780  
Phone (949) 239-4695  
Email dm203t@att.com

**Michele Capps**  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email mcapps@ocfair.com

---

**Signature**

---

**Signature**

---

**Title**

**Chief Business Development Officer**  
Title

---

**Date**

---

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and 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.
4. 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. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. 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.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. 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.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood 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 and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds 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.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. 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 performances of the terms of this Agreement.
17. Renter, 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).
18. Renter recognizes and understands that this rental 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.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. 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.
21. 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.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.
25. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.
26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

#### **Executive Order N-6-22 – Russia Sanctions**

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

## Exhibit A

### PRODUCTS AND OR SERVICES

**AT&T Mobility, LLC**

Location/Space: Costa Mesa #607, #707

Agreement No: **25731**

Date: April 11, 2025

#### **AT&T:**

Cellular Devices

Tablets

Watches

Home Services

Speakers

Screen Protectors

Phone Cases



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25731**

**Date: April 11, 2025**

**Renter:**

**AT&T Mobility, LLC**

Seller's Permit Number: TBD

Taxpayer ID Number: 74-2955068

1452 Edinger Avenue

Tustin, CA 92780

(949) 239-4595

Deyanira Ramirez, Sales Event Coordinator

**Space Description/Designation:**

Costa Mesa – CM #607, #707 (16' x 10') – See Exhibit D for map location

**Space Fee:**

\$16,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

AT&T: Cellular Devices, Tablets, Watches, Home Services, Speakers, Screen Protectors, Phone Cases

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote AT&T Mobility, LLC outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. AT&T: Cellular Devices, Tablets, Watches, Home Services, Speakers, Screen Protectors, Phone Cases (product/service); CM #607, #707 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.

- d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.
- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2025 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 160 square feet of space located in Costa Mesa (CM #607, #707).
- 2. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2025 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #607, #707; decal to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #607, #707; signage to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #607, #707. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 12. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

AT&T Mobility, LLC  
1452 Edinger Avenue  
Tustin, CA 92780

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

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Kaleo Marketing LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #1A; FFW #8** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Country Meadows	10' x 15'	Platinum Space	\$15,000.00
Family Fair Way	20' x 10'	Platinum Space	\$20,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/23/2025	\$17,525.00
Final Payment	5/23/2025	\$17,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$35,050.00

7. **Signed Rental Agreement First Payment and Certificate of Insurance are due on or before April 23, 2025.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement 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.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
e. Map of Fairgrounds Depicting Premises	Exhibit D
f. Assembly Bill 1499	Exhibit F
g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** **By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**Christian Dixon**  
**Kaleo Marketing LLC**  
**2421 W. 205<sup>th</sup> Street, Suite #D-203**  
**Torrance, CA 90501**  
**Phone (917) 374-1719**  
**Email christian.dixon@kaleomarketing.com**

**Michele Capps**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email mcapps@ocfair.com**

**Signature**

**Signature**

**Title**

**Chief Business Development Officer**  
**Title**

**Date**

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
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21. 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.
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## **Exhibit A**

### **PRODUCTS AND OR SERVICES**

**Kaleo Marketing LLC**

Location/Space: Country Meadows #1A; Family Fair Way #8

Agreement No: **25718**

Date: April 4, 2025

Vacation Clubs

**Lead Generating Only**



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25718**

**Date: April 4, 2025**

**Renter:**

**Kaleo Marketing LLC**

Seller's Permit Number: N/A

Taxpayer ID Number: 27-0938356

2421 W. 205th Street, Suite #D-203

Torrance, CA 90501

(917) 374-1719

Christian Dixon, Events Support

**Space Description/Designation:**

Country Meadows - CM #1A (10' x 15') - See Exhibit D for map location

Family Fair Way – FFW #8 (20' x 10') – See Exhibit D for map location

**Space Fee:**

\$35,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Vacation Clubs (Lead Generation Only)

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Kaleo Marketing LLC outside of designated space(s).
    - i. Staff members may promote up to but no further than five (5) feet in front of designated space(s).
    - ii. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Vacation Clubs (product/service); CM #1A; FFW #8 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.

- d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.
- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each day of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide one (1) 10'x15' square foot canopy for space located in Country Meadows (CM #1A).
- 2. To provide one (1) 20'x10' square foot canopy for the space located on Family Fair Way (FFW #8).
- 3. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (20 total photo credentials).
- 4. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (92 total working credentials).
- 5. To provide ten (10) 2025 OC Fair ("offsite") Parking Hang Tags per booth for working staff (20 total hang tags).
- 6. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 10. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 11. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

Kaleo Marketing LLC  
2421 W. 205th Street, Suite #D-203  
Torrance, CA 90501

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

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Christian Dixon, Events Support

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Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Automobile Club of Southern California** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FFW #9** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Family Fair Way	20' x 10'	Platinum Space	\$20,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/23/2025	\$10,025.00
Final Payment	5/23/2025	\$10,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$20,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 23, 2025.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 directly accruing or directly resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement 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.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
e. Map of Fairgrounds Depicting Premises	Exhibit D
f. Assembly Bill 1499	Exhibit F
g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this Agreement and neither party shall have any further liabilities and/or obligations in connection with this Agreement. If due to a Force Majeure event Contractor does not receive all the benefits provided for in this agreement the Association will provide with a reasonable and mutually agreed upon per day equivalent make good or pro rata refund of the Fee paid.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**Jeff Zacek**  
**Automobile Club of Southern California**  
 3333 Fairview Road  
 Costa Mesa, CA 92626  
 Phone (714) 885-2081  
 Email masur.diana@ace.aaa.com

**Michele Capps**  
**32<sup>nd</sup> District Agricultural Association**  
 OC Fair & Event Center  
 88 Fair Drive  
 Costa Mesa, CA 92626  
 Phone (714) 708-1500  
 Email mcapps@ocfair.com

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**Chief Business Development Officer**  
 \_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and 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.
4. 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. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. 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.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. 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.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood 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 and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds 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.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. 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 performances of the terms of this Agreement.
17. Renter, 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).
18. Renter recognizes and understands that this rental 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.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. 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.
21. 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.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.
25. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.
26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

#### **Executive Order N-6-22 – Russia Sanctions**

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

## **Exhibit A**

### **PRODUCTS AND OR SERVICES**

**Automobile Club of Southern California**

Location/Space: Family Fair Way #9

Agreement No: **25705**

Date: April 3, 2025

#### **Insurance:**

Auto  
Home  
Boat  
Umbrella  
Life

Roadside Assistance Membership

#### **Lead Generating Only**



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25705**

**Date: April 3, 2025**

**Renter:**

**Automobile Club of Southern California**

Seller's Permit Number: N/A

Taxpayer ID Number: 95-0514585

3333 Fairview Road

Costa Mesa, CA 92626

(714) 885-2081

Jeff Zacek, VP of Marketing

**Space Description/Designation:**

Family Fair Way- FFW #9 (20' x 10') – See Exhibit D for map location

**Space Fee:**

\$20,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Insurance: Auto, Home, Boat, Umbrella, Life; Roadside Assistance Membership (Lead Generation Only)

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Automobile Club of Southern California outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Insurance: Auto, Home, Boat, Umbrella, Life; Roadside Assistance Membership (product/service); FFW #9 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.

- d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.
- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each day of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 200 square feet of space located on Family Fair Way (FFW #9).
- 2. To provide one (1) 20' x 10' square foot canopy for space located on Family Fair Way (FFW #9).
- 3. To provide three (3) 2025 OC Fair Working Vendor Badges per booth for working staff (3 total photo credentials).
- 4. To provide one hundred and sixty-one (161) 2025 OC Fair Working Credentials per booth for working staff (161 total working credentials).
- 5. To provide ten (10) 2025 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 6. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 10. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 11. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.
- 12. That any use of Renter's name, logos, symbols, trademarks and/or service marks (collectively, "AUTO CLUB/AAA Names and Marks") by Association in a manner not contemplated by this Agreement shall require the prior written approval of Renter. AUTO CLUB/AAA Names and Marks are the property of Renter and/or the American Automobile Association ("AAA") and upon expiration or cancellation of this Agreement, Association agrees to immediately discontinue the use of AUTO CLUB/AAA Names and Marks in any manner whatsoever and to surrender any material, if any, containing AUTO CLUB/AAA Names and Marks to Renter or AAA. During the term of this Agreement, Association shall use the AUTO CLUB/AAA Names and Marks only in conformance with the specifications set forth by Renter and/or AAA from time to time. It is expressly agreed between the parties that Renter and/or AAA retain full ownership of the AUTO CLUB/AAA Names and Marks and registrations thereof.
- 13. That all advertising elements prepared by Association or its agents that contains the AUTO CLUB/AAA Names and Marks shall require Renter's prior written approval.

Automobile Club of Southern California  
3333 Fairview Road  
Costa Mesa, CA 92626

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

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Jeff Zacek, VP of Marketing

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Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **California Deluxe Windows** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **MW #2** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Memorial Way	20' x 10'	Platinum Space	\$20,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	4/30/2025	\$10,025.00
Final Payment	5/23/2025	\$10,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$20,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 30, 2025.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.

14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.

15. 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 interests of Association.

16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
e. Map of Fairgrounds Depicting Premises	Exhibit D
f. Assembly Bill 1499	Exhibit F
g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T

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

18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.

19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**Daniel Alcalde**  
California Deluxe Windows  
20735 Superior Street  
Chatsworth, CA 91311  
Phone (818) 349-5566  
Email daniel@cdwindows.com

**Michele Capps**  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email mcapps@ocfair.com

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**Signature**

---

**Signature**

---

**Title**

**Chief Business Development Officer**  
Title

---

**Date**

---

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and 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.
4. 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. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. 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.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. 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.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood 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 and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds 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.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. 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 performances of the terms of this Agreement.
17. Renter, 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).
18. Renter recognizes and understands that this rental 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.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. 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.
21. 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.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.
25. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.
26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

#### **Executive Order N-6-22 – Russia Sanctions**

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

## Exhibit A

### PRODUCTS AND OR SERVICES

**California Deluxe Windows**

Location/Space: Memorial Way #2

Agreement No: **25709**

Date: April 15, 2025

Custom Windows

Custom Doors

Exterior Life Paint

**Lead Generating Only**



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25709**

**Date: April 15, 2025**

**Renter:**

**California Deluxe Windows**

Seller's Permit Number: N/A

Taxpayer ID Number: 95-4745048

20735 Superior Street

Chatsworth, CA 91311

(818) 349-5566

Daniel Alcalde, Accounting Department

**Space Description/Designation:**

Memorial Way– MW #2 (20' x 10') – See Exhibit D for map location

**Space Fee:**

\$20,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Custom Windows, Custom Doors and Exterior Life Paint (Lead Generation Only)

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote California Deluxe Windows outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Custom Windows, Custom Doors and Exterior Life Paint (product/service); MW #2 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.

- d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.
- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each day of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 200 square feet of space located on Memorial Way (MW #2).
- 2. To provide one (1) 20' x 10' square foot canopy for the space located on Memorial Way (MW #2).
- 3. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 4. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 5. To provide ten (10) 2025 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 6. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 10. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 11. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

California Deluxe Windows  
20735 Superior Street  
Chatsworth, CA 91311

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

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Daniel Alcalde, Accounting Department

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Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Chapman Jewelry Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #201, #202, #203, #204** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Costa Mesa	20' x 8'	Platinum Corner	\$16,000.00
Costa Mesa	20' x 8'	Commercial Inline	\$ 7,900.00
Camping 1 space			\$ 1,400.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/23/2025	\$12,675.00
Final Payment	5/23/2025	\$12,675.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$25,350.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 23, 2025.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement 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.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
e. Map of Fairgrounds Depicting Premises	Exhibit D
f. Assembly Bill 1499	Exhibit F
g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
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19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**Nancy Chapman**  
Chapman Jewelry Inc.  
40108 Hwy 49, Suite #C, PMB #415  
Oakhurst, CA 93644  
Phone (559) 760-7515  
Email [chapman@chapmanjewelry.com](mailto:chapman@chapmanjewelry.com)

**Michele Capps**  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email [mcapps@ocfair.com](mailto:mcapps@ocfair.com)

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**Signature**

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**Signature**

---

**Title**

**Chief Business Development Officer**  
**Title**

---

**Date**

---

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
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5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
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9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
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## Exhibit A

### PRODUCTS AND OR SERVICES

**Chapman Jewelry Inc.**

Location/Space: Costa Mesa #201, #202, #203, #204

Agreement No: **25711**

Date: March 21, 2025

Toe Rings

Thumb Rings

Stacking Rings

Anklets

Bracelets

Necklaces

Ear Cuffs

Ear Spirals

Earrings

Permanent Jewelry



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25711**

**Date: March 21, 2025**

**Renter:**

**Chapman Jewelry Inc.**

Seller's Permit Number: 013-783239  
Taxpayer ID Number: 65-1162580  
40108 Hwy 49, Suite #C, PMB #415  
Oakhurst, CA 93644  
(559) 760-7515  
Nancy Chapman, Owner

**Space Description/Designation:**

Costa Mesa – CM #201, #202 (20' x 8') – See Exhibit D for map location

**Space Fee:**

\$16,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Toe Rings, Thumb Rings, Stacking Rings, Anklets, Bracelets, Necklaces, Ear Cuffs, Ear Spirals, Earrings, Permanent Jewelry

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Chapman Jewelry Inc. outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Toe Rings, Thumb Rings, Stacking Rings, Anklets, Bracelets, Necklaces, Ear Cuffs, Ear Spirals, Earrings, Permanent Jewelry (product/service); CM #201, #202 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.

- d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.
- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2025 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 160 square feet of space located in Costa Mesa (CM #201, #202).
- 2. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2025 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #201, #202; decal to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #201, #202; signage to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #201, #202. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 12. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

Chapman Jewelry Inc.  
40108 Hwy 49, Suite #C, PMB #415  
Oakhurst, CA 93644

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

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Nancy Chapman, Owner

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Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Coastal Hot Spring Spas, Inc.** dba **Coastal Spa & Patio** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FS #5A; FS #5B** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Fair Square	50' x 30'	Platinum Space	\$48,750.00
Fair Square	50' x 30'	Platinum Space	\$48,750.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2025	\$48,775.00
Final Payment	5/23/2025	\$48,775.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$97,550.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 30, 2025**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement 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.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
e. Map of Fairgrounds Depicting Premises	Exhibit D
f. Assembly Bill 1499	Exhibit F
g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**William Allan**  
**Coastal Hot Spring Spas, Inc.**  
**dba Coastal Spa & Patio**  
**1000 N. Tustin Avenue**  
**Anaheim, CA 92807**  
**Phone (714) 693-3404**  
**Email cindy@coastal-spas.com**

**Michele Richards**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email mrichards@ocfair.com**

**Signature**

**Signature**

**Title**

**General Manager and CEO**  
**Title**

**Date**

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and 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.
4. 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. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. 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.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. 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.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood 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 and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds 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.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. 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 performances of the terms of this Agreement.
17. Renter, 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).
18. Renter recognizes and understands that this rental 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.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. 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.
21. 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.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.
25. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.
26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

#### **Executive Order N-6-22 – Russia Sanctions**

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

## Exhibit A

### PRODUCTS AND OR SERVICES

**Coastal Hot Spring Spas, Inc. dba Coastal Spa & Patio**

Location/Space: Fair Square #5A; Fair Square #5B

Agreement No: **25714**

Date: April 11, 2025

#### **Spas:**

Artesian Spas™

Caldera® Spas

Freeflow Spas®

Hot Spring® Spas

Platinum Spas

TidalFit® Swim Spas

Tylo® Outdoor Saunas



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25714**

**Date: April 11, 2025**

**Renter:**

**Coastal Hot Spring Spas, Inc. dba Coastal Spa & Patio**

Seller's Permit Number: 097-291365

Taxpayer ID Number: 52-2116287

1000 N. Tustin Avenue

Anaheim, CA 92807

(714) 639-3404

William Allan, Owner

**Space Description/Designation:**

Fair Square – FS #5A (50' x 30') – See Exhibit D for map location

Fair Square – FS #5B (50' x 30') – See Exhibit D for map location

**Space Fee:**

\$97,500

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Artesian Spas™, Caldera® Spas, Freeflow Spas®, Hot Spring® Spas, Platinum Spas, TidalFit® Swim Spas, Tylo® Outdoor Saunas

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of NINETY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$97,500.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Coastal Hot Spring Spas, Inc. dba Coastal Spa & Patio outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Artesian Spas™, Caldera® Spas, Freeflow Spas®, Hot Spring® Spas, Platinum Spas, TidalFit® Swim Spas, Tylo® Outdoor Saunas (product/service); FS #5A; FS #5B (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.

- c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.
- d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.
- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each day of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide:
  - a. 1,500 square feet of space located in Fair Square (FS #5A).
  - b. 1,500 square feet of space located in Fair Square (FS #5B).
- 2. To provide:
  - a. One (1) 50' x 30' square foot canopy for the space located in Fair Square (FS #5A).
  - b. One (1) 50' x 30' square foot canopy for the space located in Fair Square (FS #5B).
- 3. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (20 total photo credentials).
- 4. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (92 total working credentials).
- 5. To provide ten (10) 2025 OC Fair ("offsite") Parking Hang Tags per booth for working staff (20 total hang tags).
- 6. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide two hundred (200) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 9. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 10. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

Coastal Hot Spring Spas, Inc.  
 dba Coastal Spa & Patio  
 1000 N. Tustin Avenue  
 Anaheim, CA 92807

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

William Allan, Owner

Michele Richards, General Manager and CEO

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Cigma, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #424, #524; CM #624, #724**; depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/23/2025	\$16,000.00
Final Payment	5/23/2025	\$16,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$32,000.00

1. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 23, 2025.**
2. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
3. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
4. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
5. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

6. It is mutually agreed that this Agreement 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.
7. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
8. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
9. 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 interests of Association.
10. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
e. Map of Fairgrounds Depicting Premises	Exhibit D
f. Assembly Bill 1499	Exhibit F
g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T
11. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
12. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
13. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**Yaron Lavian**  
**Cigma, Inc.**  
**15215 Keswick Street, Unit #1**  
**Van Nuys, CA 91405**  
**Phone (818) 441-3414**  
**Email [lavian@cigmaca.com](mailto:lavian@cigmaca.com)**

**Michele Capps**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email [mcapps@ocfair.com](mailto:mcapps@ocfair.com)**

**Signature**

**Signature**

**Title**

**Chief Business Development Officer**  
**Title**

**Date**

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and 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.
4. 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. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. 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.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. 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.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood 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 and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds 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.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. 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 performances of the terms of this Agreement.
17. Renter, 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).
18. Renter recognizes and understands that this rental 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.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. 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.
21. 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.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.
25. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.
26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

#### **Executive Order N-6-22 – Russia Sanctions**

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

## Exhibit A

### PRODUCTS AND OR SERVICES

**Cigma, Inc.**

Location/Space:

Agreement No: **25713**

Date: March 21, 2025

#### **Costa Mesa #424, #524**

#### **ENZO MILANO® Hair Tools:**

Flat Irons

Clipless Irons

Blow Dryers

Electric Brushes

Heat Brushes

Hair Extensions

Serums

Shampoo

Conditioner

#### **Costa Mesa #624, #724**

HiDow TENS Units

Massage Guns

Ionic Bracelets and Chains



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25713**

**Date: March 21, 2025**

**Renter:**

**Cigma, Inc.**

Seller's Permit Number: 101-698571

Taxpayer ID Number: 27-4369798

15215 Keswick Street, Unit #1

Van Nuys, CA 91405

(818) 441-3414

Yaron Lavian, Owner

**Space Description/Designation:**

Costa Mesa – CM #424, #524 (16' x 10') – See Exhibit D for map location

Costa Mesa – CM #624, #724 (16' x 10') – See Exhibit D for map location

**Space Fee:**

\$32,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

ENZO MILANO® Hair Tools: Flat irons, Clipless Irons, Blow Dryers, Electric Brushes, Heat Brushes; Hair Extensions, Serums, Shampoo, Conditioner; HiDow TENS Units, Massage Guns; Ionic Bracelets and Chains

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of THIRTY TWO THOUSAND DOLLARS (\$32,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Cigma, Inc. outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. ENZO MILANO® Hair Tools: Flat irons, Clipless Irons, Blow Dryers, Electric Brushes, Heat Brushes; Hair Extensions, Serums, Shampoo, Conditioner (product/service); CM #424, #524 (location)
      2. HiDow TENS Units, Massage Guns; Ionic Bracelets and Chains (product/service); CM #624, #724 (location)
    - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.

- c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.
- d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.
- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2025 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2025 OC Fair dates.

- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 160 square feet of space located in Costa Mesa (CM #424, #524).
- 2. To provide 160 square feet of space located in Costa Mesa (CM #624, #724).
- 3. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (20 total photo credentials).
- 4. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (92 total working credentials).
- 5. To provide ten (10) 2025 OC Fair ("offsite") Parking Hang Tags per booth for working staff (20 total hang tags).
- 6. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #424, #524; CM #624, #724; decal to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 10. To provide one (1) 4'x2' branded sign to display over booth(s) CM #424, #524; CM #624, #724; signage to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 11. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #424, #524; CM #624, #724. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 12. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 13. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 14. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

Cigma, Inc.  
15215 Keswick Street, Unit #1  
Van Nuys, CA 91405

---

Yaron Lavian, Owner

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

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Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Charmed by Rie** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #225** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Costa Mesa	10' x 8'	Platinum Corner	\$8,000.00
S.E.L.I. (Special Events Liability Insurance)			\$ 220.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/23/2025	\$ 4,135.00
Final Payment	5/23/2025	\$ 4,135.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$ 8,270.00

1. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 23, 2025.**
2. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
3. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
4. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
5. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

6. It is mutually agreed that this Agreement 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.
7. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
8. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
9. 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 interests of Association.
10. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
e. Map of Fairgrounds Depicting Premises	Exhibit D
f. Assembly Bill 1499	Exhibit F
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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.

**Marie Antoinette Catangay**  
**Charmed by Rie**  
**1740 W. Katella Avenue, Suite #S**  
**Orange, CA 92867**  
**Phone (619) 480-7021**  
**Email charmedbyrie@gmail.com**

**Michele Capps**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email mcappsl@ocfair.com**

**Signature**

**Signature**

**Title**

**Chief Business Development Officer**  
**Title**

**Date**

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

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20. 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.
21. 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.
22. 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 governments. 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.
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26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

#### **Executive Order N-6-22 – Russia Sanctions**

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

## Exhibit A

### PRODUCTS AND OR SERVICES

**Charmed by Rie**

Location/Space: Costa Mesa #225

Agreement No: **25712**

Date: March 27, 2025

#### **Permanent Jewelry and Charm Bar:**

Gold Filled, Rose Gold and Sterling Silver Bracelets, Necklaces, Anklets and Rings

Charm Bar includes gold plated items



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25712**

**Date: March 27, 2025**

**Renter:**

**Charmed by Rie**

Seller's Permit Number: 227-113504  
Taxpayer ID Number: 92-3976919  
1740 W. Katella Avenue, Suite #S  
Orange CA 92867  
(619) 480-7021  
Marie Antoinette Catangay, Owner

**Space Description/Designation:**

Costa Mesa – CM #225 (10' x 8') – See Exhibit D for map location

**Space Fee:**

\$8,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Permanent Jewelry and Charm Bar: Gold Filled, Rose Gold and Sterling Silver Bracelets, Necklaces, Anklets and Rings. Charm Bar Includes Gold Plated Items.

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Charmed by Rie outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Permanent Jewelry and Charm Bar: Gold Filled, Rose Gold and Sterling Silver Bracelets, Necklaces, Anklets and Rings. Charm Bar Includes Gold Plated Items. (product/service); CM #225 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.

- d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.
- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2025 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 80 square feet of space located in Costa Mesa (CM #225).
- 2. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2025 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #225; decal to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #225; signage to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #225. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 12. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

Charmed by Rie  
1740 W. Katella Avenue, Suite #S  
Orange CA 92867

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

Marie Antoinette Catangay, Owner

Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Reborn Cabinets, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #601, #602** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Costa Mesa	20' x 8'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/23/2025	\$8,025.00
Final Payment	5/23/2025	\$8,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$16,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 23, 2025.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
e. Map of Fairgrounds Depicting Premises	Exhibit D
f. Assembly Bill 1499	Exhibit F
g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**Victoria Castaneda**  
**Reborn Cabinets, Inc.**  
**5515 La Palma Avenue**  
**Anaheim, CA 92807**  
**Phone (714) 745-2240**  
**Email vdobbins@reborn cabinets.com**

**Michele Capps**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email mcapps@ocfair.com**

**Signature**

**Signature**

**Title**

**Chief Business Development Officer**  
**Title**

**Date**

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and 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.
4. 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. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. 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.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. 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.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood 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 and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds 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.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. 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 performances of the terms of this Agreement.
17. Renter, 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).
18. Renter recognizes and understands that this rental 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.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. 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.
21. 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.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.
25. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.
26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

#### **Executive Order N-6-22 – Russia Sanctions**

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

## **Exhibit A**

### **PRODUCTS AND OR SERVICES**

**Reborn Cabinets, Inc.**

Location/Space: Costa Mesa #601, #602

Agreement No: **25722**

Date: March 21, 2025

Kitchen and Bath Remodeling Service

**Lead Generating Only**



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25722**

**Date: March 21, 2025**

**Renter:**

**Reborn Cabinets, Inc.**

Seller's Permit Number: N/A

Taxpayer ID Number: 95-3855709

5515 E. La Palma Avenue

Anaheim, CA 92807

(714) 745-2240

Victoria Castaneda, Owner

**Space Description/Designation:**

Costa Mesa – CM #601, #602 (20' x 8') – See Exhibit D for map location

**Space Fee:**

\$16,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Kitchen and Bath Remodeling Service (Lead Generation Only)

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Reborn Cabinets, Inc. outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below
      1. Kitchen and Bath Remodeling Service (product/service); CM #601, #602 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.

- d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.
- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2025 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 160 square feet of space located in Costa Mesa (CM #601, #602).
- 2. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2025 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #601, #602; decal to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #601, #602; signage to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #601, #602. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 12. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

Reborn Cabinets, Inc.  
5515 E. La Palma Avenue  
Anaheim, CA 92807

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

Victoria Castaneda, Owner

Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Renewal by Andersen, LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #208, #308** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/23/2025	\$ 8,025.00
Final Payment	5/23/2025	\$ 8,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$16,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 23, 2025.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement 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.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
e. Map of Fairgrounds Depicting Premises	Exhibit D
f. Assembly Bill 1499	Exhibit F
g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**Max Wafel**  
Renewal by Andersen, LLC  
22982 Alcalde Drive  
Laguna Hills, CA 92653  
Phone (949) 525-5032  
Email [max.wafel@andersencorp.com](mailto:max.wafel@andersencorp.com)

**Michele Capps**  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email [mcapps@ocfair.com](mailto:mcapps@ocfair.com)

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Signature

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Signature

---

Title

**Chief Business Development Officer**  
Title

---

Date

---

Date

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and 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.
4. 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. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. 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.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. 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.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood 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 and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds 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.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. 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 performances of the terms of this Agreement.
17. Renter, 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).
18. Renter recognizes and understands that this rental 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.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. 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.
21. 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.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.
25. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.
26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

#### **Executive Order N-6-22 – Russia Sanctions**

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

## **Exhibit A**

### **PRODUCTS AND OR SERVICES**

**Renewal by Andersen, LLC**

Location/Space: Costa Mesa #208, #308

Agreement No: **25723**

Date: April 3, 2025

Renewal by Andersen® Windows and Doors

**Lead Generating Only**



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25723**

**Date: April 3, 2025**

**Renter:**

**Renewal by Andersen, LLC**

Seller's Permit Number: N/A

Taxpayer ID Number: 411918413

22982 Alcalde Drive

Laguna Hills, CA 92653

(949) 525-5032

Max Wafel, Associate Event & Retail Marketing Manager

**Space Description/Designation:**

Costa Mesa – CM #208, #308 (16' x 10') – See Exhibit D for map location

**Space Fee:**

\$16,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Renewal By Andersen® Windows and Doors (Lead Generation Only)

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Renewal by Andersen, LLC outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Renewal By Andersen® Windows and Doors (product/service); CM #208, #308 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.

- d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.
- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2025 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 160 square feet of space located in Costa Mesa (CM #208, #308).
- 2. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2025 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #208, #308; decal to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #208, #308; signage to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #208, #308. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 12. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

Renewal by Andersen, LLC  
22982 Alcalde Drive  
Laguna Hills, CA 92653

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

Max Wafel, Associate Event  
& Retail Marketing Manager

Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **RM Art Designs LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **SAP #17, #18, #19** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Santa Ana Pavilion	10' x 15'	Platinum Corner	\$15,000.00
Santa Ana Pavilion	20' x 15'	Commercial Inline	\$10,400.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/30/2025	\$12,725.00
Final Payment	5/23/2025	\$12,725.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$25,450.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 30, 2025.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement 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.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 

a. Products and Services	Exhibit A
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18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**Ramazan Demir**  
**RM Art Designs LLC**  
**12531 S. Harbor Boulevard, Suite #1**  
**Garden Grove, CA 92840**  
**Phone (714) 887-3196**  
**Email rmartdesigns@gmail.com**

**Michele Capps**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email mcapps@ocfair.com**

**Signature**

**Signature**

**Title**

**Chief Business Development Officer**  
**Title**

**Date**

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and 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.
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5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
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9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
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12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood 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 and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds 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.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. 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 performances of the terms of this Agreement.
17. Renter, 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).
18. Renter recognizes and understands that this rental 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.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. 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.
21. 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.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.
25. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.
26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

#### **Executive Order N-6-22 – Russia Sanctions**

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

## Exhibit A

### PRODUCTS AND OR SERVICES

#### **RM Art Designs LLC**

Location/Space: Santa Ana Pavilion #17, #18, #19

Agreement No: **25724**

Date: April 11, 2025

#### **Handmade:**

Mosaic Lamps  
Ceramic Kitchenware  
Home Goods  
Wooden Baskets  
Olive Wood Products

#### **Jewelry:**

Rings  
Earrings  
Bracelets

Evil Eyes

Keychains

Pouch Bags



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25724**

**Date: April 11, 2025**

**Renter:**

**RM Art Designs LLC**

Seller's Permit Number: 215-290944  
Taxpayer ID Number: 61-1980652  
12531 S. Harbor Boulevard, Suite #1  
Garden Grove, CA 92840  
(714) 887-3196  
Ramazan Demir, Owner

**Space Description/Designation:**

Santa Ana Pavilion – SAP #17 (10' x 15') – See Exhibit D for map location

**Space Fee:**

\$15,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Handmade: Mosaic Lamps, Ceramic Kitchenware, Home Goods, Wooden Baskets, Olive Wood Products;  
Jewelry: Rings, Earrings, Bracelets; Evil Eyes, Keychains, Pouch Bags

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote RM Art Designs LLC outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Handmade: Mosaic Lamps, Ceramic Kitchenware, Home Goods, Wooden Baskets, Olive Wood Products; Jewelry: Rings, Earrings, Bracelets; Evil Eyes, Keychains, Pouch Bags (product/service); SAP #17 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.

- d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.
- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2025 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 150 square feet of space located in Santa Ana Pavilion (SAP #17).
- 2. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2025 OC Fair (“offsite”) Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36” round, branded floor decal to display in front of booth(s) SAP #17; decal to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 9. To provide one (1) 4’x2’ branded sign to display over booth(s) SAP #17; signage to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) SAP #17. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 12. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

RM Art Designs LLC  
12531 S. Harbor Boulevard, Suite #1  
Garden Grove, CA 92840

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

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **So Relax California, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **SAP #8** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Santa Ana Pavilion	10' x 15'	Platinum Corner	\$15,000.00
S.E.L.I. (Special Events Liability Insurance)			\$ 220.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/30/2025	\$ 7,635.00
Final Payment	5/23/2025	\$ 7,635.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$ 15,270.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance is due on or before April 30, 2025.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
e. Map of Fairgrounds Depicting Premises	Exhibit D
f. Assembly Bill 1499	Exhibit F
g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** **By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**Vinny Zuhai Xu**  
**So Relax California, Inc.**  
**333 W. Garvey Avenue, Suite #B146**  
**Monterey Park, CA 91754**  
**Phone (626) 418-2330**  
**Email** [vinnyxu123@hotmail.com](mailto:vinnyxu123@hotmail.com)

**Michele Capps**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email** [mcapps@ocfair.com](mailto:mcapps@ocfair.com)

**Signature**

**Signature**

**Title**

**Chief Business Development Officer**  
**Title**

**Date**

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and 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.
4. 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. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. 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.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. 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.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood 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 and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds 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.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. 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 performances of the terms of this Agreement.
17. Renter, 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).
18. Renter recognizes and understands that this rental 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.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. 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.
21. 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.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.
25. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.
26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

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

## Exhibit A

### PRODUCTS AND OR SERVICES

**So Relax California, Inc.**

Location/Space: Santa Ana Pavilion #8

Agreement No: **25726**

Date: April 11, 2025

Mini Acupressure Chair Massage



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25726**

**Date: April 11, 2025**

**Renter:**

**So Relax California, Inc.**

Seller's Permit Number: 100-799903  
Taxpayer ID Number: 20-3106102  
333 W. Garvey Avenue, Suite #B146  
Monterey Park, CA 91754  
(626) 418-2330  
Vinny Zuhai Xu, Owner

**Space Description/Designation:**

Santa Ana Pavilion – SAP #8 (10' x 15') – See Exhibit D for map location

**Space Fee:**

\$15,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Mini Acupressure Chair Massage

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote So Relax California, Inc. outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Mini Acupressure Chair Massage (product/service); SAP #8 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.
  - d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.

- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2025 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2025 OC Fair dates.
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- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
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- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 150 square feet of space located in Santa Ana Pavilion (SAP #8).
- 2. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
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- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) SAP #8; decal to be designed, produced and installed by the Association staff – logo to be provided by Renter.
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- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 12. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

So Relax California, Inc.  
333 W. Garvey Avenue, Suite #B146  
Monterey Park, CA 91754

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

\_\_\_\_\_  
Vinny Zuhai Xu, Owner

\_\_\_\_\_  
Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Superior Sleep Experience LLC** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #215, #315** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/23/2025	\$8,025.00
Final Payment	5/23/2025	\$8,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$16,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 23, 2025.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
e. Map of Fairgrounds Depicting Premises	Exhibit D
f. Assembly Bill 1499	Exhibit F
g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**Patrice Nappo**  
Superior Sleep Experience LLC  
15821 S. State Route 7  
Pleasant Hill, MO 64080  
Phone (954) 483-8513  
Email patrice@upsleep.com

**Michele Capps**  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Phone (714) 708-1500  
Email mcapps@ocfair.com

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**Signature**

---

**Signature**

---

**Title**

**Chief Business Development Officer**  
**Title**

---

**Date**

---

**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and 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.
4. 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. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. 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.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. 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.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood 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 and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds 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.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. 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 performances of the terms of this Agreement.
17. Renter, 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).
18. Renter recognizes and understands that this rental 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.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. 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.
21. 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.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.
25. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.
26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

#### **Executive Order N-6-22 – Russia Sanctions**

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

## Exhibit A

### PRODUCTS AND OR SERVICES

**Superior Sleep Experience LLC**  
Location/Space: Costa Mesa #215, #315

Agreement No: **25730**  
Date: March 27, 2025

Superior Sleep Gel Top Adjustable Beds



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25730**

**Date: March 27, 2025**

**Renter:**

**Superior Sleep Experience LLC**

Seller's Permit Number: 102-992007

Taxpayer ID Number: 10-2936250

15821 S. State Route 7

Pleasant Hill, MO 64080

(954) 483-8513

Patrice Nappo, Executive Sponsorship Coordinator

**Space Description/Designation:**

Costa Mesa – CM #215, #315 (16' x 10') – See Exhibit D for map location

**Space Fee:**

\$16,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Superior Sleep Gel Top Adjustable Beds

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Superior Sleep Experience LLC outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Superior Sleep Gel Top Adjustable Beds (product/service); CM #215, #315 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.

- d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.
- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2025 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 160 square feet of space located in Costa Mesa (CM #215, #315).
- 2. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2025 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CM #215, #315; decal to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CM #215, #315; signage to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #215, #315. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 12. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

Superior Sleep Experience LLC  
15821 S. State Route 7  
Pleasant Hill, MO 64080

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

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Patrice Nappo, Executive Sponsorship Coordinator

---

Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Thien Dinh Tran** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CM #416, #516** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<b>Description</b>	<b>Size</b>	<b>Space Type</b>	<b>Amount</b>
Costa Mesa	16' x 10'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	4/30/2025	\$8,025.00
Final Payment	5/23/2025	\$8,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$16,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 30, 2025.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:
 

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
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f. Assembly Bill 1499	Exhibit F
g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

Thien Dinh Tran  
 Thien Dinh Tran  
 13521 Redbird Street  
 Garden Grove, CA 92843  
 Phone (714) 651-1791  
 Email thiendinhtran300@gmail.com

Michele Capps  
 32<sup>nd</sup> District Agricultural Association  
 OC Fair & Event Center  
 88 Fair Drive  
 Costa Mesa, CA 92626  
 Phone (714) 708-1500  
 Email mcapps@ocfair.com

Signature

Signature

Title

Chief Business Development Officer  
 Title

Date

Date

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and 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.
4. 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. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. 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.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. 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.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood 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 and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds 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.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. 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 performances of the terms of this Agreement.
17. Renter, 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).
18. Renter recognizes and understands that this rental 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.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. 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.
21. 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.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.
25. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.
26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

#### **Executive Order N-6-22 – Russia Sanctions**

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

## **Exhibit A**

### **PRODUCTS AND OR SERVICES**

**Thien Dinh Tran**

Location/Space: Costa Mesa #416, #516

Agreement No: **25706**

Date: April 11, 2025

Bamboo Sheets

Bamboo Pillows



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25706****Date: April 11, 2025****Renter:****Thien Dinh Tran**

Seller's Permit Number: 100-350439  
Taxpayer ID Number: S.S.# Available  
13521 Redbird Street  
Garden Grove, CA 92843  
(714) 651-1791  
Thien Dinh Tran, Owner

**Space Description/Designation:**

Costa Mesa – CM #416, #516 (16' x 10') – See Exhibit D for map location

**Space Fee:**

\$16,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Bamboo Sheets and Bamboo Pillows

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Thien Dinh Tran outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Bamboo Sheets and Bamboo Pillows (product/service); CM #416, #516 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.
  - d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.

- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2025 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 160 square feet of space located in Costa Mesa (CM #416, #516).
- 2. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2025 OC Fair (“offsite”) Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36” round, branded floor decal to display in front of booth(s) CM #416, #516; decal to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 9. To provide one (1) 4’x2’ branded sign to display over booth(s) CM #416, #516; signage to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) CM #416, #516. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 12. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

Thien Dinh Tran  
13521 Redbird Street  
Garden Grove, CA 92843

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

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Thien Dinh Tran, Owner

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Michele Capps, Chief Business Development Officer

**PLATINUM  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the **32nd District Agricultural Association**, ("Association"), commonly known as the **OC Fair & Event Center** ("Fairgrounds"), and **Winning Ways, Inc.** ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **SAP #9** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/7/2025 and ends on 8/22/2025 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Santa Ana Pavilion	10' x 15'	Platinum Corner	\$15,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/23/2025	\$ 7,525.00
Final Payment	5/23/2025	\$ 7,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$15,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance is due on or before April 23, 2025.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/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.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement 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.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings 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.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. 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 interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

a. Products and Services	Exhibit A
b. Deal Points	Exhibit AA
c. California Fair Services Authority Insurance Requirements	Exhibit B
d. Standard Contract Terms and Conditions	Exhibit C
e. Map of Fairgrounds Depicting Premises	Exhibit D
f. Assembly Bill 1499	Exhibit F
g. Trussing/Temporary Special Event Structure Construction & Safety Code	Exhibit S
h. GenAI Technology Use & Reporting	Exhibit T
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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.

**Cassidy Rocke**  
**Winning Ways, Inc.**  
**1651 Greenwood Way**  
**San Bruno, CA 94066**  
**Phone (925) 922-4863**  
**Email crocke@winningwaysusa.com**

**Michele Capps**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Phone (714) 708-1500**  
**Email mcapps@ocfair.com**

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**Signature**

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**Signature**

---

**Title**

**Chief Business Development Officer**  
**Title**

---

**Date**

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**Date**

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct 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 for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and 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.
4. 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. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. 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. Renter 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 Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival are.
6. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. 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.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. 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.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than a date specified by Association. It is understood 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 and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds 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.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. 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 performances of the terms of this Agreement.
17. Renter, 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).
18. Renter recognizes and understands that this rental 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.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. 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.
21. 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.
22. 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 governments. 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.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.
25. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.
26. Renter agrees to abide by COVID-19 related health directives, if any, in place during the Agreement period.

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

## **Exhibit A**

### **PRODUCTS AND OR SERVICES**

**Winning Ways, Inc.**

Location/Space: Santa Ana Pavilion #9

Agreement No: **25734**

Date: March 27, 2025

Winning Ways Vacation Resorts

**Lead Generating Only**



## EXHIBIT AA - DEAL POINTS

**AGREEMENT NO. 25734**

**Date: March 27, 2025**

**Renter:**

**Winning Ways Inc.**

Seller's Permit Number: NA

Taxpayer ID Number: 27-4030157

1651 Greenwood Way

San Bruno, CA 94066

(925) 922-4863

Cassidy Rocke, Owner

**Space Description/Designation:**

Santa Ana Pavilion – SAP # 9 (10' x 15') – See Exhibit D for map location

**Space Fee:**

\$15,000

**Term:** July 7, 2025 – August 22, 2025 by 12:00 PM Noon

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Winning Ways Vacation Resorts (Lead Generation Only)

**Renter Agrees:**

1. To be a Platinum Partner from July 18, 2025 – August 17, 2025 at the 2025 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2025.
3. To gain pre-approval from the Association for use of 2025 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the Association prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage by no later than 5:00 PM on May 16, 2025.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Winning Ways Inc. outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Winning Ways Vacation Resorts (product/service); SAP #9 (location)
  - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the Badging Office during scheduled operating hours.
  - c. All working staff accessing the 2025 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 20, 2025. Credentials to be obtained prior to the start of the 2025 OC Fair.
  - d. OC Fair General Admission tickets provided as part of this agreement are intended solely for working staff or business development. Resale or any form of commercial transaction involving these tickets is strictly prohibited. Violators risk any unused tickets being deactivated.

- e. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday, Thursday and Sunday of the 2025 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday and Saturday of the 2025 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by Association staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the Association prior to, during and following the 2025 OC Fair.

**Association (OC Fair) Agrees:**

- 1. To provide 150 square feet of space located in Santa Ana Pavilion (SAP #9).
- 2. To provide ten (10) 2025 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2025 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2025 OC Fair (“offsite”) Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2025 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2025 OC Fair General Admission Tickets (To be used for business development purposes).
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- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) SAP #9; decal to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) SAP #9; signage to be designed, produced and installed by the Association staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection for one device or internet hard line for staff use at booth(s) SAP #9. Wi-Fi and internet access may have limited availability due to location of booth; not available at all Platinum Partner booth locations. Speed for either connection is approximately 4 mb.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2025 OC Fair. Content must be received by May 22, 2025 for inclusion.
- 12. To provide link to Renter website on applicable section of the 2025 OC Fair website. Website or public contact info, vendor description and logo must be received no later than May 30, 2025 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2025 OC Fair website.

Winning Ways Inc.  
1651 Greenwood Way  
San Bruno, CA 94066

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

Cassidy Rocke, Owner

Michele Capps, Chief Business Development Officer