

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

1 of 2

**NEW**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-014-25	Incuplace, LLC	626 Night Market - OC	Food Festival (FOODF)	OC Promenade (Span); Parking Lot G; Parking Lot I	05/28/25-06/03/25	\$152,282.50
R-015-25	Incuplace, LLC	626 Night Market - OC	Food Festival (FOODF)	OC Promenade (Span); Parking Lot G; Parking Lot I	06/04/25-06/09/25	\$151,544.00
R-029-25	American Consumer Shows, LLC	California Bridal & Wedding Expo	Consumer Show (CON)	Costa Mesa Building (#10); Santa Ana Pavilion (Parade)	09/06/25-09/07/25	\$20,953.50
R-076-25	Orange County Wine Society	OCWS - Spring Membership Event	Party (PAR)	Courtyard	05/10/25-05/10/25	\$2,809.00
R-088-25	Kastl Amusements	Kastl Camping	Camping (RAL)	Parking Lot G	04/29/25-05/06/25	\$3,461.00
R-089-25	Kastl Amusements	Kastl Camping	Camping (RAL)	Campground	05/27/25-06/10/25	\$5,015.00
R-090-25	Golden Star Technology, Inc dba GST	GST Club OC	Party (PAR)	Club OC Plaza Pacifica West	08/03/25-08/03/25	\$811.00
R-090-25	Retail Finance International Holdings Inc dba Synchrony	Synchrony Summer Event	Party (PAR)	Club OC Plaza Pacifica West	08/09/25-08/09/25	\$811.00
R-091-25	Provident Savings Bank	Provident Bank Orange County - Fun Fest	Party (PAR)	Club OC Plaza Pacifica West	07/26/25-07/26/25	\$1,467.00
R-092-25	Newport-Mesa Unified School District	NMUSD Open House/Promotion	Other (OTH)	Year Round Rentals	05/28/25 & 06/05/25	\$1,750.00
R-093-25	FloSports	FloSports	Competition/Tournament (COM)	The Hangar	06/11/25-06/14/25	\$22,250.00
R-094-25	Newport-Mesa Unified School District	NMUSD College & Career Night	Other (OTH)	Costa Mesa Building (#10); Huntington Beach Building (#12); Santa Ana Pavilion (Parade of Products)	10/22/25-10/22/25	\$23,733.50
R-095-25	Costa Mesa Fire & Rescue	Firefighter Entrapment Seminar Parking	Parking (PARK)	Parking Lot A (South)	05/14/25-05/15/25; 05/27/25	Inter-agency Agreement
R-097-25	Nuvision Credit Union	Nuvision Memorial Day Lunch	Party (PAR)	Heroes Hall Courtyard	05/26/25-05/26/25	\$5,312.00
R-098-25	American Promotional Events, Inc. dba TNT Fireworks	Retail Sales of Safe and Sane Fireworks - TNT Firework Stand	Other (OTH)	Parking Lot E	06/24/25-07/07/25	\$4,845.00
RA-EQC015-25	Zequestrian	The Ranch Community Center Equestrian Facility Boarding	Horse Boarding & Care	2 Stalls; Facility Usage	5/1/25-12/31/25	\$16,506.00
EQC-012-25	Hapa Honey Farm	Bee and Beekeeping Exhibit	To provide an educational exhibit highlighting bees and beekeeping	The Ranch Community Center	4/15/25-12/31/25	In-Kind Trade
EQC-013-25	Karen Dayton	Equine Exhibit	To provide 2 horses for exhibit and provide general education on equine	The Ranch Community Center	5/13/25-5/14/25	In-Kind Trade
OCC-2501	Democratic Party of Orange County	OC Fair	Community Outreach Booth	OC Connection	Aug 6, 7, 8, 9 and 10	\$220.00
OCC-2502	Orange County Registrar of Voters	OC Fair	Community Outreach Booth	OC Connection	July 18, 19 and 20	\$195.00

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2 of 2

**NEW**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
OCC-2503	Al-Anon Information Service Office of Orange County	OC Fair	Community Outreach Booth	OC Connection	July 23, 24, 25, 26 and 27	\$220.00
OCC-2505	Children's Home Society	OC Fair	Community Outreach Booth	OC Connection	July 30 and 31, Aug 1, 2 and 3	\$220.00
OCC-2506	Canine Support Teams, Inc.	OC Fair	Community Outreach Booth	OC Connection	July 30 and 31, Aug 1, 2 and 3	\$220.00
OCC-2507	Court Appointed Special Advocates of Orange County	OC Fair	Community Outreach Booth	OC Connection	July 18, 19 and 20	\$195.00
OCC-2509	Overeaters Anonymous Orange County Intergroup	OC Fair	Community Outreach Booth	OC Connection	Aug 13, 14, 15, 16 and 17	\$220.00
OCC-2510	Republican Party of Orange County	OC Fair	Community Outreach Booth	OC Connection	Aug 13, 14, 15, 16 and 17	\$220.00

**AMENDMENTS**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-076-25 (Amend. #1)	Orange County Wine Society	OCWS - Spring Membership Event <i>Amended: client removed some equipment</i>	Party (PAR)	Courtyard	05/10/25-05/10/25	\$2,594.00
R-091-25 (Amend. #1)	Provident Savings Bank	Provident Bank Orange County - Fun Fest <i>Amended: client removed SELI (special event liability insurance)</i>	Party (PAR)	Club OC Plaza Pacifica West	07/26/25-07/26/25	\$1,312.00

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-014-25**DATE **April 11, 2025**

FAIRTIME

INTERIM **XX****RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 28 - June 3, 2025**

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

**See Exhibit A**

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

**626 Night Market - OC**

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

**\$152,282.50**

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

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

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

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

**Incuplace, LLC**  
**P.O. Box 3772**  
**Alhambra, CA 91803**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Jonny Hwang, Promoter on behalf**  
**Incuplace, LLC**

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	626 Night Market - OC	<b>Contract No:</b>		R-014-25
<b>Contact Person:</b>	Jonny Hwang	<b>Phone:</b>		(626) 765-5066
<b>Event Date:</b>	05/30/2025 - 06/01/2025	<b>Hours:</b>		Friday - Sunday: 4:00 PM - 11:00 PM
<b>Admission Price:</b>	\$5.00			
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking	<b>Projected Attendance:</b>		25,000
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Wednesday</b>				
OC Promenade (Span)	05/28/2025 07:00 AM - 11:59 PM	Move In	1,362.50	
½ Parking Lot G	05/28/2025 07:00 AM - 11:59 PM	Move In	562.50	
Parking Lot I	05/28/2025 07:00 AM - 11:59 PM	Move In	1,125.00	
<b>Thursday</b>				
OC Promenade (Span)	05/29/2025 07:00 AM - 11:59 PM	Move In	1,362.50	
½ Parking Lot G	05/29/2025 07:00 AM - 11:59 PM	Move In	562.50	
Parking Lot I	05/29/2025 07:00 AM - 11:59 PM	Move In	1,125.00	
<b>Friday</b>				
OC Promenade (Span)	05/30/2025 04:00 PM - 11:00 PM	Event	2,725.00	
½ Parking Lot G	05/30/2025 04:00 PM - 11:00 PM	Event	1,125.00	
Parking Lot I	05/30/2025 04:00 PM - 11:00 PM	Event	2,250.00	
<b>Saturday</b>				
OC Promenade (Span)	05/31/2025 04:00 PM - 11:00 PM	Event	2,725.00	
½ Parking Lot G	05/31/2025 04:00 PM - 11:00 PM	Event	1,125.00	
Parking Lot I	05/31/2025 04:00 PM - 11:00 PM	Event	2,250.00	
<b>Sunday</b>				
OC Promenade (Span)	06/01/2025 04:00 PM - 11:00 PM	Event	2,725.00	
½ Parking Lot G	06/01/2025 04:00 PM - 11:00 PM	Event	1,125.00	
Parking Lot I	06/01/2025 04:00 PM - 11:00 PM	Event	2,250.00	
<b>Monday</b>				
OC Promenade (Span)	06/02/2025 07:00 AM - 11:59 PM	Dark Day		Included
½ Parking Lot G	06/02/2025 07:00 AM - 11:59 PM	Dark Day		Included
Parking Lot I	06/02/2025 07:00 AM - 11:59 PM	Dark Day		Included
<b>Tuesday</b>				
OC Promenade (Span)	06/03/2025 07:00 AM - 11:59 PM	Dark Day		Included
½ Parking Lot G	06/03/2025 07:00 AM - 11:59 PM	Dark Day		Included
Parking Lot I	06/03/2025 07:00 AM - 11:59 PM	Dark Day		Included
<b>Total:</b>				<b>24,400.00</b>

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

**Vendor move out must be completed by 11:59 AM Monday - June 2, 2025 to avoid additional charges.**

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
30 Amp Drop	TBD	TBD EA	50.00 EA	TBD
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD

## EXHIBIT A

Event Information						
200 Amp Drop	Estimate 6	6.00	EA	360.00	EA	2,160.00
400 Amp Drop	TBD	TBD	EA	720.00	EA	TBD
40 Yard Dumpster	Estimate 10	10.00	EA	232.00	EA	2,320.00
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Barricade (Plastic)	Estimate 92	92.00	EA	15.00	EA	1,380.00
Cable Ramp	Estimate 200	200.00	EA	15.00	EA	3,000.00
Concrete Base	Estimate 2	2.00	EA	75.00	EA	150.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 83	83.00	EA	55.00	EA	4,565.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,750.00	EVT	2,750.00
EVOLV - Weapon Detection System	05/30/2025 - 06/01/2025	1.00	EA	800.00	EA/DAY	2,400.00
Forklift (40 Yard Dumpster)	Estimate 36 Hours	36.00	HR	75.00	HR	2,700.00
Forklift (Equipment)	Estimate 30 Hours	30.00	HR	75.00	HR	2,250.00
Forklift (Picnic Tables)	Estimate 15 Hours	15.00	HR	75.00	HR	1,125.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	Not Available	N/A		N/A		N/A
Picnic Table (Rectangular & Round)	Estimate 130	130.00	EA	15.00	EA	1,950.00
Portable Electronic Message Board	05/30/2025 - 06/01/2025	2.00	EA	75.00	EA/DAY	450.00
Stanchion	Flat Rate	1.00	EA	400.00	FLAT	400.00
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Tonnage Weight (40 Yard Dumpster)	Estimate 22 Tons	22.00	TON	80.00	TON	1,760.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
<b>Total:</b>						<b>30,205.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>		
<b>Event Operations</b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	34.00	HR	408.00
Grounds Attendant (Fence Panels)	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	29.00	HR	1,624.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	29.00	HR	580.00
Electrician	Estimate 57 Hours	57.00	HR	72.50	HR	4,132.50
Plumber	Estimate 11 Hours	11.00	HR	72.50	HR	797.50
<b>Event Day</b>						
Grounds Attendant Lead	05/30/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	05/30/2025 07:00AM - 03:30PM	4.00	EA	29.00	HR	986.00
Grounds Attendant	05/30/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Janitorial Attendant Lead	05/30/2025 02:00PM - 12:00AM	1.00	EA	34.00	HR	340.00
Janitorial Attendant	05/30/2025 02:00PM - 12:00AM	17.00	EA	29.00	HR	4,930.00
Janitorial Attendant	05/30/2025 06:00PM - 12:00AM	8.00	EA	29.00	HR	1,392.00
Electrician	05/30/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Plumber	05/30/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Grounds Attendant Lead	05/31/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	05/31/2025 07:00AM - 03:30PM	4.00	EA	29.00	HR	986.00
Grounds Attendant	05/31/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Janitorial Attendant Lead	05/31/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	05/31/2025 03:00PM - 12:00AM	19.00	EA	29.00	HR	4,959.00

# EXHIBIT A

Event Information						
Janitorial Attendant	05/31/2025 06:00PM - 12:00AM	8.00	EA	29.00	HR	1,392.00
Electrician	05/31/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Plumber	05/31/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Grounds Attendant Lead	06/01/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	06/01/2025 07:00AM - 03:30PM	4.00	EA	29.00	HR	986.00
Grounds Attendant	06/01/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Janitorial Attendant Lead	06/01/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	06/01/2025 03:00PM - 12:00AM	17.00	EA	29.00	HR	4,437.00
Janitorial Attendant	06/01/2025 06:00PM - 12:00AM	8.00	EA	29.00	HR	1,392.00
Electrician	06/01/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Plumber	06/01/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	34.00	HR	408.00
Grounds Attendant	TBD	TBD	HR	29.00	HR	TBD
Janitorial Attendant	Estimate 24 Hours	24.00	HR	29.00	HR	696.00
Electrician	TBD	TBD	HR	72.50	HR	TBD
Plumber	TBD	TBD	HR	72.50	HR	TBD
<b>Event Sales &amp; Services</b>						
Event Coordinator	05/30/2025 02:00PM - 11:30PM	1.00	EA	56.00	HR	532.00
Event Coordinator	05/31/2025 02:00PM - 11:30PM	1.00	EA	56.00	HR	532.00
Event Coordinator	06/01/2025 02:00PM - 11:30PM	1.00	EA	56.00	HR	532.00
<b>Parking</b>						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	34.00	HR	816.00
Parking Attendant	Estimate 54 Hours	54.00	HR	29.00	HR	1,566.00
<b>Safety &amp; Security</b>						
Security Attendant - Overnight	05/29/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
Security Attendant Lead	05/30/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - Vendor Gate	05/30/2025 02:00PM - 11:30PM	1.00	EA	29.00	HR	275.50
Security Attendant	05/30/2025 03:00PM - 11:30PM	14.00	EA	29.00	HR	3,451.00
Security Attendant - Overnight	05/30/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
Security Attendant Lead	05/31/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - Vendor Gate	05/31/2025 02:00PM - 11:30PM	1.00	EA	29.00	HR	275.50
Security Attendant	05/31/2025 03:00PM - 11:30PM	14.00	EA	29.00	HR	3,451.00
Security Attendant - Overnight	05/31/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
Security Attendant Lead	06/01/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - Vendor Gate	06/01/2025 02:00PM - 11:30PM	1.00	EA	29.00	HR	275.50
Security Attendant	06/01/2025 03:00PM - 11:30PM	14.00	EA	29.00	HR	3,451.00
Security Attendant - Overnight	06/01/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
<b>Technology</b>						
Technology Attendant	TBD	TBD	HR	56.00	HR	TBD
<b>Outside Services</b>						
Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	05/30/2025 03:30PM - 11:30PM	4.00	EA	34.00	HR	1,088.00

## EXHIBIT A

Event Information						
Emergency Medical Services	05/31/2025 03:30PM - 11:30PM	4.00	EA	34.00	HR	1,088.00
Emergency Medical Services	06/01/2025 03:30PM - 11:30PM	4.00	EA	34.00	HR	1,088.00
Orange County Sheriff Services	Estimate Only 05/30/2025	1.00	EA	6,000.00	EVT	6,000.00
Orange County Sheriff Services	Estimate Only 05/31/2025	1.00	EA	8,000.00	EVT	8,000.00
Orange County Sheriff Services	Estimate Only 06/01/2025	1.00	EA	6,000.00	EVT	6,000.00
Sound Engineer	05/30/2025 - 06/01/2025	1.00	EA	845.00	EA/DAY	2,535.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,600.00	EVT	4,600.00
						<b>Total:</b> <b>92,677.50</b>

Summary	
Facility Rental Total	\$24,400.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$122,882.50
Refundable Deposit	\$5,000.00
<b>Grand Total:</b> <b>\$152,282.50</b>	

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$152,282.50
<b>Total:</b> <b>\$152,282.50</b>		

**Please Remit Payment in \*Check Only\***

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

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

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

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

### **BANNERS**

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

# EXHIBIT A

## Event Information

### **COVID GUIDELINES**

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

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

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

### **FOOD & BEVERAGE VENDOR FEE – 626 NIGHT MARKET - OC**

Incuplace, LLC agrees to pay \$110.00 per food vendor (per 10'x10' space) and \$60.00 per food truck to OVG Hospitality by no later than **Monday - May 19, 2025**. OVG Hospitality will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to OVG Hospitality with submittal of associated fees.

### **FUTURE TERMS**

Future terms and agreements subject to change.

### **GLASS**

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

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

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

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-015-25**DATE **April 10, 2025**

FAIRTIME

INTERIM **XX****RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**June 4 - 9, 2025**

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

**See Exhibit A**

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

**626 Night Market - OC**

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

**\$151,544.00**

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

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

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

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

**Incuplace, LLC**  
**P.O. Box 3772**  
**Alhambra, CA 91803**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Jonny Hwang, Promoter on behalf**  
**Incuplace, LLC**

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	626 Night Market - OC	<b>Contract No:</b>		R-015-25
<b>Contact Person:</b>	Jonny Hwang	<b>Phone:</b>		(626) 765-5066
<b>Event Date:</b>	06/06/2025 - 06/08/2025	<b>Hours:</b>		Friday - Sunday: 4:00 PM - 11:00 PM
<b>Admission Price:</b>	\$5.00			
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking	<b>Projected Attendance:</b>		25,000
Booking Function				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Wednesday</b>				
OC Promenade (Span)	06/04/2025 07:00 AM - 11:59 PM	Move In	Included	
½ Parking Lot G	06/04/2025 07:00 AM - 11:59 PM	Move In	Included	
Parking Lot I	06/04/2025 07:00 AM - 11:59 PM	Move In	Included	
<b>Thursday</b>				
OC Promenade (Span)	06/05/2025 07:00 AM - 11:59 PM	Move In	1,362.50	
½ Parking Lot G	06/05/2025 07:00 AM - 11:59 PM	Move In	562.50	
Parking Lot I	06/05/2025 07:00 AM - 11:59 PM	Move In	1,125.00	
<b>Friday</b>				
OC Promenade (Span)	06/06/2025 04:00 PM - 11:00 PM	Event	2,725.00	
½ Parking Lot G	06/06/2025 04:00 PM - 11:00 PM	Event	1,125.00	
Parking Lot I	06/06/2025 04:00 PM - 11:00 PM	Event	2,250.00	
<b>Saturday</b>				
OC Promenade (Span)	06/07/2025 04:00 PM - 11:00 PM	Event	2,725.00	
½ Parking Lot G	06/07/2025 04:00 PM - 11:00 PM	Event	1,125.00	
Parking Lot I	06/07/2025 04:00 PM - 11:00 PM	Event	2,250.00	
<b>Sunday</b>				
OC Promenade (Span)	06/08/2025 04:00 PM - 11:00 PM	Event	2,725.00	
½ Parking Lot G	06/08/2025 04:00 PM - 11:00 PM	Event	1,125.00	
Parking Lot I	06/08/2025 04:00 PM - 11:00 PM	Event	2,250.00	
<b>Monday</b>				
OC Promenade (Span)	06/09/2025 07:00 AM - 11:59 AM	Move Out	No Charge	
½ Parking Lot G	06/09/2025 07:00 AM - 11:59 AM	Move Out	No Charge	
Parking Lot I	06/09/2025 07:00 AM - 11:59 AM	Move Out	No Charge	
<b>Total:</b>				<b>21,350.00</b>

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

**Move out must be completed by 11:59 PM Monday - June 9, 2025 to avoid additional charges.**

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD	
30 Amp Drop	TBD	TBD EA	50.00 EA	TBD	
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00	
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD	
200 Amp Drop	Estimate 6	6.00 EA	360.00 EA	2,160.00	
400 Amp Drop	TBD	TBD EA	720.00 EA	TBD	
40 Yard Dumpster	Estimate 10	10.00 EA	232.00 EA	2,320.00	
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD	
Barricade (Plastic)	Estimate 92	92.00 EA	15.00 EA	1,380.00	

## EXHIBIT A

Event Information						
Cable Ramp	Estimate 200	200.00	EA	15.00	EA	3,000.00
Concrete Base	Estimate 2	2.00	EA	75.00	EA	150.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 83	83.00	EA	55.00	EA	4,565.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,750.00	EVT	2,750.00
EVOLV - Weapon Detection System	06/06/2025 - 06/08/2025	1.00	EA	800.00	EA/DAY	2,400.00
Forklift (40 Yard Dumpster)	Estimate 36 Hours	36.00	HR	75.00	HR	2,700.00
Forklift (Equipment)	Estimate 30 Hours	30.00	HR	75.00	HR	2,250.00
Forklift (Picnic Tables)	Estimate 15 Hours	15.00	HR	75.00	HR	1,125.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	Not Available		N/A		N/A	N/A
Picnic Table (Rectangular & Round)	Estimate 130	130.00	EA	15.00	EA	1,950.00
Portable Electronic Message Board	06/06/2025 - 06/08/2025	2.00	EA	75.00	EA/DAY	450.00
Sand Bag	TBD	TBD	EA	0.50	EA	TBD
Stanchion	Flat Rate	1.00	EA	400.00	FLAT	400.00
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Tonnage Weight (40 Yard Dumpster)	Estimate 22 Tons	22.00	TON	80.00	TON	1,760.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
<b>Total:</b>						<b>30,205.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>		
<b>Event Operations</b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	34.00	HR	408.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	29.00	HR	1,624.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	29.00	HR	580.00
Electrician	Estimate 39 Hours	39.00	HR	72.50	HR	2,827.50
Plumber	Estimate 9 Hours	9.00	HR	72.50	HR	652.50
<b>Event Day</b>						
Grounds Attendant Lead	06/06/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	06/06/2025 07:00AM - 03:30PM	4.00	EA	29.00	HR	986.00
Grounds Attendant	06/06/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Janitorial Attendant Lead	06/06/2025 02:00PM - 12:00AM	1.00	EA	34.00	HR	340.00
Janitorial Attendant	06/06/2025 02:00PM - 12:00AM	17.00	EA	29.00	HR	4,930.00
Janitorial Attendant	06/06/2025 06:00PM - 12:00AM	8.00	EA	29.00	HR	1,392.00
Electrician	06/06/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Plumber	06/06/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Grounds Attendant Lead	06/07/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	06/07/2025 07:00AM - 03:30PM	4.00	EA	29.00	HR	986.00
Grounds Attendant	06/07/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Janitorial Attendant Lead	06/07/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	06/07/2025 03:00PM - 12:00AM	21.00	EA	29.00	HR	5,481.00
Janitorial Attendant	06/07/2025 06:00PM - 12:00AM	8.00	EA	29.00	HR	1,392.00
Electrician	06/07/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Plumber	06/07/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50

# EXHIBIT A

Event Information						
Grounds Attendant Lead	06/08/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	06/08/2025 07:00AM - 03:30PM	4.00	EA	29.00	HR	986.00
Grounds Attendant	06/08/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Janitorial Attendant Lead	06/08/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	06/08/2025 03:00PM - 12:00AM	17.00	EA	29.00	HR	4,437.00
Janitorial Attendant	06/08/2025 06:00PM - 12:00AM	8.00	EA	29.00	HR	1,392.00
Electrician	06/08/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Plumber	06/08/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	29.00	HR	1,624.00
Grounds Attendant (Fence Panels)	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	29.00	HR	696.00
Electrician	Estimate 48 Hours	48.00	HR	72.50	HR	3,480.00
Plumber	Estimate 11 Hours	11.00	HR	72.50	HR	797.50
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	06/06/2025 02:00PM - 11:30PM	1.00	EA	56.00	HR	532.00
Event Coordinator	06/07/2025 02:00PM - 11:30PM	1.00	EA	56.00	HR	532.00
Event Coordinator	06/08/2025 02:00PM - 11:30PM	1.00	EA	56.00	HR	532.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	34.00	HR	816.00
Parking Attendant	Estimate 54 Hours	54.00	HR	29.00	HR	1,566.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	06/05/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
Security Attendant Lead	06/06/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - Vendor Gate	06/06/2025 02:00PM - 11:30PM	1.00	EA	29.00	HR	275.50
Security Attendant	06/06/2025 03:00PM - 11:30PM	14.00	EA	29.00	HR	3,451.00
Security Attendant - Overnight	06/06/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
Security Attendant Lead	06/07/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - Vendor Gate	06/07/2025 02:00PM - 11:30PM	1.00	EA	29.00	HR	275.50
Security Attendant	06/07/2025 03:00PM - 11:30PM	14.00	EA	29.00	HR	3,451.00
Security Attendant - Overnight	06/07/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
Security Attendant Lead	06/08/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - Vendor Gate	06/08/2025 02:00PM - 11:30PM	1.00	EA	29.00	HR	275.50
Security Attendant	06/08/2025 03:00PM - 11:30PM	14.00	EA	29.00	HR	3,451.00
Security Attendant - Overnight	06/08/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
<b><u>Outside Services</u></b>						
Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	06/06/2025 03:30PM - 11:30PM	4.00	EA	34.00	HR	1,088.00
Emergency Medical Services	06/07/2025 03:30PM - 11:30PM	4.00	EA	34.00	HR	1,088.00
Emergency Medical Services	06/08/2025 03:30PM - 11:30PM	4.00	EA	34.00	HR	1,088.00
Orange County Sheriff Services	Estimate Only 06/06/2025	1.00	EA	6,000.00	EVT	6,000.00
Orange County Sheriff Services	Estimate Only 06/07/2025	1.00	EA	6,000.00	EVT	6,000.00

## EXHIBIT A

Event Information						
Orange County Sheriff Services	Estimate Only 06/08/2025	1.00	EA	6,000.00	EVT	6,000.00
Sound Engineer	06/06/2025 - 06/08/2025	1.00	EA	845.00	EA/DAY	2,535.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	3.00	HR	263.00	HR	789.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,600.00	EVT	4,600.00
					<b>Total:</b>	<b>\$94,989.00</b>

Summary						
Facility Rental Total						\$21,350.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$125,194.00
Refundable Deposit						\$5,000.00
					<b>Grand Total:</b>	<b>\$151,544.00</b>

Payment Schedule						
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>				
First Payment	<i>Upon Signing</i>	\$151,544.00				
					<b>Total:</b>	<b>\$151,544.00</b>

**Please Remit Payment in \*Check Only\***

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

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

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

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

### **BANNERS**

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

### **CANNABIS EVENTS**

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

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# EXHIBIT A

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**September 6 - 7, 2025**

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

**See Exhibit A**

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

**California Bridal & Wedding Expo**

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

**\$20,953.50**

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

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

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

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

**American Consumer Shows, LLC  
6901 Jericho Turnpike, Suite 250  
Syosset, NY 11719**

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

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

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

# EXHIBIT A

Event Information					
<b>Event Name:</b>	California Bridal & Wedding Expo	<b>Contract No:</b>			R-029-25
<b>Contact Person:</b>	Maria Palumbo	<b>Phone:</b>			(516) 422-8125
<b>Event Date:</b>	09/07/2025	<b>Hours:</b>			11:00 AM - 5:00 PM
<b>Admission Price:</b>	\$10.00				
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking	<b>Projected Attendance:</b>			2,000
Facility Rental Fees					
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>		<u>Activity</u>		<u>Actual</u>
<b>Saturday</b>					
Costa Mesa Building (#10)	09/06/2025 08:00 AM - 05:00 PM		Move In		2,412.50
Santa Ana Pavilion (Parade of Products)	09/06/2025 08:00 AM - 05:00 PM		Move In		1,212.50
<b>Sunday</b>					
Costa Mesa Building (#10)	09/07/2025 11:00 AM - 05:00 PM		Event		4,825.00
Santa Ana Pavilion (Parade of Products)	09/07/2025 11:00 AM - 05:00 PM		Event		2,425.00
			<b>Total:</b>		<b>10,875.00</b>
Hosting of this event in the above specified spaces, Costa Mesa Building and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also assurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.					
Move out must be completed by 11:59 PM Sunday - September 7, 2025 to avoid additional charges.					
Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>		<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA		TBD
50 Amp Drop	Estimate 5	5.00 EA	70.00 EA		350.00
Bench (Metal)	TBD	TBD EA	15.00 EA		TBD
Cable Ramp	TBD	TBD EA	15.00 EA		TBD
Chair (Individual)	TBD	TBD EA	2.50 EA		TBD
Dumpster	Estimate 11	11.00 EA	20.00 EA		220.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA		275.00
Electrical Usage Rate	Estimate Only	1.00 EA	600.00 EVT		600.00
Forklift	TBD	TBD HR	75.00 HR		TBD
Man Lift	Estimate 4 Hours	4.00 HR	75.00 HR		300.00
Marquee Board	Not Available	N/A	N/A		N/A
Podium	TBD	TBD EA	25.00 EA		TBD
Portable Electronic Message Board	09/07/2025	2.00 EA	75.00 EA/DAY		150.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY		TBD
Scissor Lift	TBD	TBD HR	75.00 HR		TBD
Stage Right 24' x 8' Stage	TBD	TBD EA	750.00 EA		TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR		225.00
Wireless Microphone	TBD	TBD EA	50.00 EA		TBD
			<b>Total:</b>		<b>2,120.00</b>
Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>		<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>					
<b>Set Up</b>					
Grounds Attendant	Estimate 8 Hours	8.00 HR	29.00 HR		232.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	29.00 HR		116.00
Electrician	Estimate 4 Hours	4.00 HR	72.50 HR		290.00

# EXHIBIT A

Event Information						
<b>Event Day</b>						
Grounds Attendant Lead	09/07/2025 10:00AM - 06:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	09/07/2025 10:00AM - 06:00PM	1.00	EA	29.00	HR	232.00
Janitorial Attendant	09/07/2025 10:00AM - 06:00PM	3.00	EA	29.00	HR	696.00
Electrician	09/07/2025 10:00AM - 06:00PM	1.00	EA	72.50	HR	580.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	34.00	HR	136.00
Grounds Attendant	Estimate 11 Hours	11.00	HR	29.00	HR	319.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	29.00	HR	116.00
Electrician	Estimate 4 Hours	4.00	HR	72.50	HR	290.00
<b>Event Sales &amp; Services</b>						
Event Coordinator	09/07/2025 10:00AM - 06:00PM	1.00	EA	56.00	HR	448.00
<b>Parking</b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
<b>Safety &amp; Security</b>						
Security Attendant Lead	09/07/2025 10:00AM - 05:30PM	1.00	EA	34.00	HR	255.00
Security Attendant	09/07/2025 10:00AM - 05:30PM	4.00	EA	29.00	HR	870.00
<b>Technology</b>						
Technology Attendant	TBD (Audio Configuration Fee)	TBD	EA	100.00	EVT	TBD
<b>Outside Services</b>						
Emergency Medical Services	09/07/2025 10:30AM - 05:30PM	2.00	EA	34.00	HR	476.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					<b>Total:</b>	<b>6,458.50</b>

Summary		
Facility Rental Total		\$10,875.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$8,578.50
Refundable Deposit		\$1,500.00
		<b>Grand Total:</b>
		<b>\$20,953.50</b>

Payment Schedule		
<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	Upon Signing	\$6,984.50
Second Payment	07/07/2025	\$6,984.50
Third Payment	08/07/2025	\$6,984.50
		<b>Total:</b>
		<b>\$20,953.50</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### COVID GUIDELINES

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### PEPSI BEVERAGES

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

# EXHIBIT A

## Event Information

### STATE FIRE MARSHAL

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

**FORM F-31**

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-076-25**DATE **April 11, 2025**

FAIRTIME

INTERIM **XX****RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 10, 2025**

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

**See Exhibit A**

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

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

**OCWS - Spring Membership Event**

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

**\$2,809.00**

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

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

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

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

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

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

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

**Orange County Wine Society  
P.O. Box 11059  
Costa Mesa, CA 92627**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Fran Gitsham, Vice President**

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	OCWS - Spring Membership Event	<b>Contract No:</b>		R-076-25
<b>Contact Person:</b>	Fran Gitsham	<b>Phone:</b>		(714) 287-9663
<b>Event Date:</b>	05/10/2025	<b>Hours:</b>		3:00 PM - 7:00 PM
<b>Admission Price:</b>	OCWS Members Only			
<b>Vehicle Parking Fee:</b>	No Charge (Private Event)	<b>Projected Attendance:</b>		130
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>
<b>Saturday</b>				
Courtyard	05/10/2025 10:00 AM - 03:00 PM	Move In		Included
Courtyard	05/10/2025 03:00 PM - 07:00 PM	Event		525.00
			<b>Total:</b>	<b>525.00</b>
Hosting of this event in the above specified space, Courtyard, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
<b>Move out must be completed by 11:59 PM Saturday - May 10, 2025 to avoid additional charges.</b>				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 4	4.00 EA	20.00 EA	80.00
Electrical Splitter Box	Estimate 4	4.00 EA	55.00 EA	220.00
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Picnic Table (Rectangular & Round)	Estimate 22	22.00 EA	15.00 EA	330.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
			<b>Total:</b>	<b>1,455.00</b>
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	34.00 HR	68.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	29.00 HR	116.00
Electrician	Estimate 1 Hour	1.00 HR	72.50 HR	72.50
			<b>Total:</b>	<b>629.00</b>
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	34.00 HR	68.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	29.00 HR	116.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	29.00 HR	116.00
Electrician	Estimate 1 Hour	1.00 HR	72.50 HR	72.50
			<b>Total:</b>	<b>629.00</b>
Summary				
Facility Rental Total				\$525.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$2,084.00
Refundable Deposit				\$200.00
			<b>Grand Total:</b>	<b>\$2,809.00</b>
Payment Schedule				
<u>Payment Schedule</u>		<u>Due Date</u>		<u>Amount</u>
First Payment		Upon Signing		\$2,809.00
			<b>Total:</b>	<b>\$2,809.00</b>

# EXHIBIT A

## Event Information

**Please Remit Payment in \*Check Only\***

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

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

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **COVID GUIDELINES**

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

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

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

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

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

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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

# EXHIBIT A

## Event Information

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. Orange County Wine Society must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Orange County Wine Society must execute changes

**FORM F-31**REVIEWED C.G. 4/22/25

AGREEMENT NO. **R-088-25**  
DATE **April 22, 2025**  
FAIRTIME  
INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**April 29 - May 6, 2025**

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

**See Exhibit A**

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

**Kastl Camping**

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

**\$3,461.00**

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

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

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

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

**Kastl Amusements  
23905 Clinton Keith Drive, Suite 114-520  
Wildomar, CA 92595**

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Kay Kastl, Owner**

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Kastl Camping	<b>Contract No:</b>		R-088-25
<b>Contact Person:</b>	Kay Kastl	<b>Phone:</b>		(951) 757-6607
<b>Event Date:</b>	04/29/2025 - 05/06/2025	<b>Hours:</b>		12:00 AM - 11:59 PM Daily
<b>Camping and Parking Fee:</b>	<i>See Facility Rental Fees</i>	<b>Projected Attendance:</b>		30
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>April</b>				
Parking Lot G ( <i>Employee Bunkhouse/RV</i> )	04/29/2025 - 04/30/2025 (2 Nights)	8.00 EA	45.00 EA/DAY	720.00
<b>May</b>				
Parking Lot G ( <i>Employee Bunkhouse/RV</i> )	05/01/2025 - 05/06/2025 (5 Nights)	8.00 EA	45.00 EA/DAY	1,800.00
			<b>Total:</b>	<b>2,520.00</b>
Hosting of this event in the above specified space, Parking Lot G, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
<b>Move out must be completed by 11:59 AM Tuesday - May 6, 2025 to avoid additional charges.</b>				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 9	9.00 EA	20.00 EA	180.00
			<b>Total:</b>	<b>180.00</b>
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Electrician	TBD	TBD HR	72.50 HR	TBD
<b>Event Day</b>				
Grounds Attendant	04/29/2025 - 05/06/2025 Estimate 1 Hour Per Day	1.00 HR	29.00 HR	261.00
Janitorial Attendant	TBD	TBD HR	29.00 HR	TBD
<b>Clean Up</b>				
Grounds Attendant	TBD	TBD HR	29.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	29.00 HR	TBD
Electrician	TBD	TBD HR	72.50 HR	TBD
			<b>Total:</b>	<b>261.00</b>
Summary				
Facility Rental Total				\$2,520.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$441.00
Refundable Deposit				\$500.00
			<b>Grand Total:</b>	<b>\$3,461.00</b>
Payment Schedule				
<u>Payment Schedule</u>		<u>Due Date</u>		<u>Amount</u>
First Payment		<i>Upon Signing</i>		\$3,461.00
			<b>Total:</b>	<b>\$3,461.00</b>

Please Remit Payment in \*Check Only\*

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

# EXHIBIT A

## Event Information

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### COVID GUIDELINES

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### RECYCLING / SB 1383

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

### RESTROOMS

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

### SOUND ORDINANCE

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

## EXHIBIT A

### Event Information

#### **STATE FIRE MARSHAL**

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 27 - June 10, 2025**

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

**See Exhibit A**

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

**Kastl Camping**

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

**\$5,015.00**

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

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

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

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

**Kastl Amusements  
23905 Clinton Keith Drive, Suite 114-520  
Wildomar, CA 92595**

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Kay Kastl, Owner**

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Kastl Camping	<b>Contract No:</b>		R-089-25
<b>Contact Person:</b>	Kay Kastl	<b>Phone:</b>		(951) 757-6607
<b>Event Date:</b>	05/27/2025 - 06/10/2025	<b>Hours:</b>		12:00 AM - 11:59 PM Daily
<b>Camping and Parking Fee:</b>	<i>See Facility Rental Fees</i>	<b>Projected Attendance:</b>		30
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>May</b>				
Campground ( <i>Employee Bunkhouse/RV</i> )	05/27/2025 - 05/31/2025 (5 Nights)	6.00 EA	45.00 EA/DAY	1,350.00
<b>June</b>				
Campground ( <i>Employee Bunkhouse/RV</i> )	06/01/2025 - 06/10/2025 (9 Nights)	6.00 EA	45.00 EA/DAY	2,430.00
			<b>Total:</b>	<b>3,780.00</b>
Hosting of this event in the above specified space, Campground, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
<b>Move out must be completed by 11:59 AM Tuesday - June 10, 2025 to avoid additional charges.</b>				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 15	15.00 EA	20.00 EA	300.00
			<b>Total:</b>	<b>300.00</b>
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Electrician	TBD	TBD HR	72.50 HR	TBD
<b>Event Day</b>				
Grounds Attendant	05/27/2025 - 06/10/2025 Estimate 1 Hour Per Day	1.00 HR	29.00 HR	435.00
Janitorial Attendant	TBD	TBD HR	29.00 HR	TBD
<b>Clean Up</b>				
Grounds Attendant	TBD	TBD HR	29.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	29.00 HR	TBD
Electrician	TBD	TBD HR	72.50 HR	TBD
			<b>Total:</b>	<b>435.00</b>
Summary				
Facility Rental Total				\$3,780.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$735.00
Refundable Deposit				\$500.00
			<b>Grand Total:</b>	<b>\$5,015.00</b>
Payment Schedule				
<u>Payment Schedule</u>		<u>Due Date</u>		<u>Amount</u>
First Payment		Upon Signing		\$5,015.00
			<b>Total:</b>	<b>\$5,015.00</b>

Please Remit Payment in \*Check Only\*

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

# EXHIBIT A

## Event Information

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### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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### COVID GUIDELINES

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### RECYCLING / SB 1383

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

### RESTROOMS

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

### SOUND ORDINANCE

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

## EXHIBIT A

### Event Information

#### **STATE FIRE MARSHAL**

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

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**August 3, 2025**

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

**See Exhibit A**

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

**GST Club OC**

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

**\$811.00**

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

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

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

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

**Golden Star Technology, Inc dba GST**  
**12881 166<sup>th</sup> Street**  
**Cerritos, CA 90703**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Irene Liang, Office Manager**

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	GST Club OC	<b>Contract No:</b>	R-090-25	
<b>Contact Person:</b>	Irene Liang	<b>Phone:</b>	(562) 345-8757	
<b>Event Date:</b>	08/03/2025	<b>Hours:</b>	11:00 AM - 3:00 PM	
<b>Admission Price:</b>	Group Order purchased through Tandem			
<b>Vehicle Parking Fee:</b>	\$15.00 General Parking	<b>Projected Attendance:</b>	300	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Sunday</b>				
Club OC Plaza Pacifica West	08/03/2025 11:00 AM - 03:00 PM	Event	500.00	
<b>Note:</b> Fair opens at 11:00 AM			<b>Total:</b>	<b>500.00</b>
Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
Move out must be completed by 3:00 PM Sunday - August 3, 2025 to avoid additional charges.				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			<b>Total:</b>	<b>40.00</b>
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Post Event Clean Up</b>				
Grounds Attendant	Estimate 2 Hours	2.00 HR	29.00 HR	58.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	29.00 HR	58.00
<b>Insurance (see Exhibit B)</b>				
Special Event Liability Insurance (S.E.L.I.)	08/03/2025	1.00 EA	155.00 EA/DAY	155.00
			<b>Total:</b>	<b>271.00</b>
Summary				
Facility Rental Total				\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$311.00
			<b>Grand Total:</b>	<b>\$811.00</b>
Payment Schedule				
<u>Payment Schedule</u>		<u>Due Date</u>	<u>Amount</u>	
First Payment		Upon Signing	\$811.00	
			<b>Total:</b>	<b>\$811.00</b>

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **COVID GUIDELINES**

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

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

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**July 26, 2025**

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

**See Exhibit A**

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

**Provident Bank Orange County - Fun Fest**

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

**\$1,467.00**

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

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

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

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

**Provident Savings Bank**  
**3756 Central Avenue**  
**Riverside, CA 92506**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Teresa Rogers, HR Receptionist**

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Provident Bank Orange County - Fun Fest	<b>Contract No:</b>		R-091-25
<b>Contact Person:</b>	Teresa Rogers	<b>Phone:</b>		(951) 686-6060 x15122
<b>Event Date:</b>	07/26/2025	<b>Hours:</b>		11:00 AM - 9:00 PM
<b>Admission Price:</b>	Group Order purchased through Tandem			
<b>Vehicle Parking Fee:</b>	\$15.00 General Parking	<b>Projected Attendance:</b>		300
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Saturday</b>				
Club OC Plaza Pacifica West	07/26/2025 11:00 AM - 03:00 PM	Event		500.00
Club OC Plaza Pacifica West	07/26/2025 05:00 PM - 09:00 PM	Event		500.00
<b>Note:</b> Fair opens at 11:00 AM			<b>Total:</b>	<b>1,000.00</b>
Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
<b>Guests from first session must leave by 3:00 PM Saturday - July 26, 2025.</b>				
<b>Move out must be completed by 9:00 PM Saturday - July 26, 2025 to avoid additional charges.</b>				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 4	4.00 EA	20.00 EA	80.00
			<b>Total:</b>	<b>80.00</b>
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Post Event Clean Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	29.00 HR	116.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	29.00 HR	116.00
<b>Insurance (see Exhibit B)</b>				
Special Event Liability Insurance (S.E.L.I.)	07/26/2025	1.00 EA	155.00 EA/DAY	155.00
			<b>Total:</b>	<b>387.00</b>
Summary				
Facility Rental Total				\$1,000.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$467.00
			<b>Grand Total:</b>	<b>\$1,467.00</b>
Payment Schedule				
<u>Payment Schedule</u>		<u>Due Date</u>	<u>Amount</u>	
First Payment		Upon Signing		\$1,467.00
			<b>Total:</b>	<b>\$1,467.00</b>

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

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

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

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

# EXHIBIT A

## Event Information

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

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### **CANNABIS EVENTS**

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

### **COVID GUIDELINES**

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

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

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-092-25**DATE **April 11, 2025**

FAIRTIME

INTERIM **XX****RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 28, 2025 & June 5, 2025**

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

**See Exhibit A**

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

**NMUSD Open House/Promotion**

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

**\$1,750.00**

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

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

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Lance Bidnick, Director of Maintenance  
and Operations**

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	NMUSD Open House/Promotion	<b>Contract No:</b>	R-092-25	
<b>Contact Person:</b>	Yvette Miranda	<b>Phone:</b>	(714) 424-7930	
<b>Event Date:</b>	05/28/2025 & 06/05/2025	<b>Hours:</b>	May 28: 4:00 PM - 8:00 PM June 5: 9:00 AM - 11:00 AM	
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (Individual)	06/05/2025 Estimate 340	340.00 EA	2.50 EA	850.00
Forklift	06/05/2025 Estimate 2 Hours	2.00 HR	75.00 HR	150.00
			<b>Total:</b>	<b>1,000.00</b>
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Parking</u>				
Parking Attendant Lead	05/28/2025 03:00PM - 08:00PM	1.00 EA	34.00 HR	170.00
Parking Attendant	05/28/2025 03:00PM - 08:00PM	4.00 EA	29.00 HR	580.00
			<b>Total:</b>	<b>750.00</b>
Summary				
Estimated Equipment, Reimbursable Personnel and Services Total				\$1,750.00
			<b>Grand Total:</b>	<b>\$1,750.00</b>
Payment Schedule				
<u>Payment Schedule</u>		<u>Due Date</u>		<u>Amount</u>
First Payment		Upon Signing		\$1,750.00
			<b>Total:</b>	<b>\$1,750.00</b>

**Please Remit Payment in \*Check Only\***

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

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

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

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

#### **CANNABIS EVENTS**

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

#### **COVID GUIDELINES**

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

# EXHIBIT A

## Event Information

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

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**June 11 - 14, 2025**

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

**See Exhibit A**

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

**FloSports**

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

**\$22,250.00**

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

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

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

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

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

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

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

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	FloSports	<b>Contract No:</b>	R-093-25
<b>Contact Person:</b>	Corinne Shigemoto	<b>Phone:</b>	(737) 233-7206
<b>Event Date:</b>	06/13/2025	<b>Hours:</b>	6:00 PM - 10:00 PM
<b>Admission Price:</b>	TBD		
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking	<b>Projected Attendance:</b>	1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
The Hangar	06/11/2025 08:00 AM - 10:00 PM	Move In	2,012.50
<b>Thursday</b>			
The Hangar	06/12/2025 08:00 AM - 10:00 PM	Move In	2,012.50
<b>Friday</b>			
The Hangar	06/13/2025 06:00 PM - 10:00 PM	Event	4,025.00
<b>Saturday</b>			
The Hangar	06/14/2025 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>8,050.00</b>

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

**Move out must be completed by 11:59 AM Saturday - June 14, 2025 to avoid additional charges.**

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD	
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00	
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD	
Cable Ramp	Estimate 9	9.00 EA	15.00 EA	135.00	
Chair (Individual)	Estimate 192	192.00 EA	2.50 EA	480.00	
Dumpster	Estimate 9	9.00 EA	20.00 EA	180.00	
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00	
Electrical Usage Rate	Estimate Only	1.00 EA	500.00 EVT	500.00	
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00	
Hang Tag - 1 Day	Estimate 13	13.00 EA	6.00 EA	78.00	
Marquee Board	Not Available	N/A	N/A	N/A	
Portable Electronic Message Board	06/13/2025	2.00 EA	75.00 EA/DAY	150.00	
Projector (12,000 Lumens)	06/13/2025	1.00 EA	3,000.00 EA/DAY	3,000.00	
Projector Screen in Hangar	06/13/2025	1.00 EA	300.00 EA/DAY	300.00	
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD	
Stanchion	Estimate 22	22.00 EA	5.00 EA	110.00	
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00	
<b>Total:</b>			<b>6,098.00</b>		

Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
<b>Event Operations</b>					
<b>Set Up</b>					
Grounds Attendant	Estimate 17 Hours	17.00 HR	29.00 HR	493.00	
Janitorial Attendant	Estimate 16 Hours	16.00 HR	29.00 HR	464.00	
Electrician	Estimate 5 Hours	5.00 HR	72.50 HR	362.50	

# EXHIBIT A

Event Information							
<b>Event Day</b>							
Grounds Attendant Lead	06/13/2025 05:00PM - 11:00PM	1.00	EA	34.00	HR	204.00	
Grounds Attendant	06/13/2025 05:00PM - 11:00PM	2.00	EA	29.00	HR	348.00	
Janitorial Attendant	06/13/2025 05:00PM - 11:00PM	3.00	EA	29.00	HR	522.00	
Electrician	TBD		TBD	EA	72.50	HR	TBD
<b>Clean Up</b>							
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00	
Grounds Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00	
Janitorial Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00	
Electrician	Estimate 3 Hours	3.00	HR	72.50	HR	217.50	
<b>Event Sales &amp; Services</b>							
Event Coordinator	06/13/2025 05:00PM - 11:00PM	1.00	EA	56.00	HR	336.00	
<b>Parking</b>							
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00	
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00	
<b>Safety &amp; Security</b>							
Security Attendant Lead	06/13/2025 05:00PM - 10:30PM	1.00	EA	34.00	HR	187.00	
Security Attendant	06/13/2025 05:00PM - 10:30PM	5.00	EA	29.00	HR	797.50	
<b>Technology</b>							
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD	
<b>Outside Services</b>							
Emergency Medical Services	06/13/2025 05:30PM - 10:30PM	2.00	EA	34.00	HR	340.00	
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD	
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50	
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD	
<b>Total:</b>						<b>6,602.00</b>	

## Summary

Facility Rental Total		\$8,050.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$12,700.00
Refundable Deposit		\$1,500.00
		<b>Grand Total:</b>

## Payment Schedule

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	Upon Signing	\$11,125.00
Second Payment	05/12/2025	\$11,125.00
		<b>Total:</b>

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

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

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

# EXHIBIT A

## Event Information

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### AMBULANCE & ADVANCED LIFE SUPPORT PERSONNEL

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

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### COVID GUIDELINES

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### FOOTAGE

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### PEPSI BEVERAGES

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

# EXHIBIT A

## Event Information

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**October 22, 2025**

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

**See Exhibit A**

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

**NMUSD College & Career Night**

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

**\$23,733.50**

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

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

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Keith Carmona, Director, Teaching  
And Learning, Secondary**

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	NMUSD College & Career Night	<b>Contract No:</b>		R-094-25
<b>Contact Person:</b>	Lisa Snowden	<b>Phone:</b>		(714) 424-5031
<b>Event Date:</b>	10/22/2025	<b>Hours:</b>		6:00 PM - 8:00 PM
<b>Admission Price:</b>	Free			
<b>Vehicle Parking Fee:</b>	Parking Buyout (See Summary)	<b>Projected Attendance:</b>		2,000
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>
<b>Wednesday</b>				
Costa Mesa Building (#10)	10/22/2025 08:00 AM - 06:00 PM	Move In		Included
Huntington Beach Building (#12)	10/22/2025 08:00 AM - 06:00 PM	Move In		Included
Santa Ana Pavilion (Parade of Products)	10/22/2025 08:00 AM - 06:00 PM	Move In		Included
Costa Mesa Building (#10)	10/22/2025 06:00 PM - 08:00 PM	Event		4,825.00
Huntington Beach Building (#12)	10/22/2025 06:00 PM - 08:00 PM	Event		3,825.00
Santa Ana Pavilion (Parade of Products)	10/22/2025 06:00 PM - 08:00 PM	Event		2,425.00
			<b>Total:</b>	<b>11,075.00</b>
Hosting of this event in the above specified spaces, Costa Mesa Building, Huntington Beach Building and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
<b>Move out must be completed by 11:59 PM Wednesday - October 22, 2025 to avoid additional charges.</b>				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 4	4.00 EA	20.00 EA	80.00
Electrical Usage	Estimate Only	1.00 EA	950.00 EVT	950.00
Man Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	10/16/2025 - 10/22/2025	1.00 WK	Included	Included
Portable Electronic Message Board	10/22/2025	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	10/22/2025	3.00 EA	75.00 EA/DAY	225.00
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
			<b>Total:</b>	<b>2,155.00</b>
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	34.00 HR	136.00
Grounds Attendant	Estimate 9 Hours	9.00 HR	29.00 HR	261.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00
<b>Event Day</b>				
Grounds Attendant Lead	10/22/2025 05:00PM - 09:00PM	1.00 EA	34.00 HR	136.00
Grounds Attendant	10/22/2025 05:00PM - 09:00PM	1.00 EA	29.00 HR	116.00
Janitorial Attendant	10/22/2025 05:00PM - 09:00PM	5.00 EA	29.00 HR	580.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	34.00 HR	136.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	10/22/2025 05:00PM - 09:00PM	1.00 EA	56.00 HR	224.00

# EXHIBIT A

Event Information						
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant Lead	10/22/2025 05:00PM - 09:00PM	1.00	EA	34.00	HR	136.00
Security Attendant	10/22/2025 05:00PM - 09:00PM	5.00	EA	29.00	HR	580.00
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	10/22/2025 05:00PM - 09:00PM	2.00	EA	34.00	HR	272.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
						<b>Total:</b> <b>4,503.50</b>
<b>Summary</b>						
Facility Rental Total						\$11,075.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$6,658.50
Parking Buyout <i>(Based upon 375 vehicles at \$12.00 each)</i>						\$4,500.00
Refundable Deposit						\$1,500.00
						<b>Grand Total:</b> <b>\$23,733.50</b>
<b>Payment Schedule</b>						
<b><u>Payment Schedule</u></b>		<b><u>Due Date</u></b>		<b><u>Amount</u></b>		
First Payment		Upon Signing		\$5,933.50		
Second Payment		07/22/2025		\$5,933.50		
Third Payment		08/22/2025		\$5,933.50		
Fourth Payment		09/22/2025		\$5,933.00		
						<b>Total:</b> <b>\$23,733.50</b>

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

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

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

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

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

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

## **CANNABIS EVENTS**

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

# EXHIBIT A

## Event Information

### **CANOPIES / TENTS**

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

### **COVID GUIDELINES**

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

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

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

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

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

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-095-25**DATE **April 29, 2025**

FAIRTIME

INTERIM **XX****RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 14 - 15, 2025; May 27, 2025**

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

**See Exhibit A**

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

**Firefighter Entrapment Seminar Parking**

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

**Inter-agency Agreement**

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

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

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

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

**Costa Mesa Fire & Rescue  
77 Fair Drive  
Costa Mesa, CA 92626**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Steve Airey, Captain**

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

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Firefighter Entrapment Seminar Parking	<b>Contract No:</b>	R-095-25
<b>Contact Person:</b>	Steve Airey	<b>Phone:</b>	(714) 415-8399
<b>Event Date:</b>	05/14/2025 - 05/15/2025; 05/25/2025	<b>Hours:</b>	8:30 AM - 4:00 PM

<b>Vehicle Parking Fee:</b>	No Parking Fee	<b>Projected Attendance:</b>	50 Vehicles
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Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Parking Lot B (Parking)	05/14/2025 08:30 AM - 04:00 PM	Event	*See Below
<b>Thursday</b>			
Parking Lot B (Parking)	05/15/2025 08:30 AM - 04:00 PM	Event	*See Below
<b>Tuesday</b>			
Parking Lot B (Parking)	05/27/2025 08:30 AM - 04:00 PM	Event	*See Below
<b>Total:</b>			<b>*Inter-agency</b>

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

**Move out must be completed by 11:59 PM each event day to avoid additional charges.**

Estimated Equipment, Personnel and Services Fees			
* No services needed at this time.		<b>Total:</b>	<b>0.00</b>

Summary			
Facility Rental Total (Parking Lot B Parking)			<b>Inter-agency</b>
		<b>Grand Total:</b>	<b>Inter-agency</b>

**Please Remit Payment in \*Check Only\***

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

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

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

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

#### **CANNABIS EVENTS**

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

#### **COVID GUIDELINES**

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

# EXHIBIT A

## Event Information

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

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-097-25**DATE **May 1, 2025**

FAIRTIME

INTERIM **XX****RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 26, 2025**

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

**See Exhibit A**

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

**Nuvision Memorial Day Lunch**

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

**\$5,312.00**

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

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

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

**Nuvision Credit Union  
812 Edinger Avenue  
Huntington Beach, CA 92647**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Phuong Nguyen, Marketing Campaign Advisor**

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

# EXHIBIT A

Event Information						
<b>Event Name:</b>	Nuvision Memorial Day Lunch	<b>Contract No:</b>	R-097-25			
<b>Contact Person:</b>	Phuong Nguyen	<b>Phone:</b>	(714) 200-5227			
<b>Event Date:</b>	05/26/2025	<b>Hours:</b>	11:00 AM - 1:00 PM			
<b>Admission Price:</b>	Free					
<b>Vehicle Parking Fee:</b>	Parking Buyout (See Summary)	<b>Projected Attendance:</b>	150			
Facility Rental Fees						
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>			
<b>Monday</b>			<b>Total:</b>			
Heroes Hall Courtyard	05/26/2025 11:00 AM - 01:00 PM	Event	1,150.00			
			<b>Total:</b>			
			<b>1,150.00</b>			
Hosting of this event in the above specified space, Heroes Hall Courtyard, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.						
<b>Move out must be completed by 3:00 PM Monday - May 26, 2025 to avoid additional charges.</b>						
Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>		
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD		
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00		
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD		
Electrical Usage Rate	Estimate Only	1.00 EA	250.00 EVT	250.00		
Forklift	TBD	TBD EA	75.00 EA	TBD		
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00		
			<b>Total:</b>			
			<b>440.00</b>			
Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>		
<b>Event Operations</b>						
<b>Set Up</b>						
Grounds Attendant	Estimate 4 Hours	4.00 HR	29.00 HR	116.00		
Janitorial Attendant	Estimate 4 Hours	4.00 HR	29.00 HR	116.00		
Electrician	TBD	TBD HR	72.50 HR	TBD		
<b>Event Day</b>						
Grounds Attendant	Estimate 4 Hours	4.00 HR	43.50 HR*	174.00		
Janitorial Attendant	Estimate 4 Hours	4.00 HR	43.50 HR*	174.00		
<b>Clean Up</b>						
Grounds Attendant	Estimate 4 Hours	4.00 HR	29.00 HR	116.00		
Janitorial Attendant	Estimate 4 Hours	4.00 HR	29.00 HR	116.00		
Electrician	TBD	TBD HR	72.50 HR	TBD		
<b>Event Sales &amp; Services</b>						
Event Coordinator	05/26/2025 10:00AM - 02:00PM	1.00 EA	84.00 HR*	336.00		
<b>Safety &amp; Security</b>						
Security Attendant	05/26/2025 10:00AM - 02:00PM	1.00 EA	43.50 HR*	174.00		
<b>*State Holiday Rates</b>			<b>Total:</b>			
			<b>1,322.00</b>			

# EXHIBIT A

Event Information	
Summary	
Facility Rental Total	\$1,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,762.00
Parking Buyout <i>(Based upon 75 vehicles at \$12.00 each)</i>	\$900.00
Refundable Deposit	\$1,500.00
	<b>Grand Total:</b>
	<b>\$5,312.00</b>

Payment Schedule	Due Date	Amount
First Payment	<i>Upon Signing</i>	\$5,312.00
	<b>Total:</b>	<b>\$5,312.00</b>

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

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

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

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

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

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

#### **CANNABIS EVENTS**

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

#### **CANOPIES / TENTS**

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

#### **COVID GUIDELINES**

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

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

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

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

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

#### **PEPSI BEVERAGES**

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

# EXHIBIT A

## Event Information

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**June 24 - July 7, 2025**

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

**See Exhibit A**

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

**Retail Sales of Safe and Sane Fireworks - TNT Firework Stand**

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

**\$4,845.00**

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

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

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

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

**American Promotional Events, Inc. - West**  
dba TNT Fireworks  
555 North Gilbert Street  
Fullerton, CA 92833

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Laura Lira, Director of Property**

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

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Retail Sales of Safe and Sane Fireworks - TNT Firework Stand	<b>Contract No:</b>	R-098-25
<b>Contact Person:</b>	Laura Lira	<b>Phone:</b>	(714) 335-3733
<b>Event Date:</b>	06/30/2025 - 07/04/2025	<b>Hours:</b>	Monday - Thursday: 10:00 AM - 10:00 PM Friday: 9:00 AM - 9:00 PM
<b>Vehicle Parking Fee:</b>	No Charge	<b>Projected Attendance:</b>	500

Facility Rental Fees			
<b>Facility and/or Area Fees</b>	<b>Date-Time</b>	<b>Activity</b>	<b>Actual</b>
Portion (36%) of Parking Lot E	06/24/2025 - 06/29/2025	Move In	Included
Portion (36%) of Parking Lot E	06/30/2025 - 07/04/2025	Event	4,050.00
Portion (36%) of Parking Lot E	07/05/2025 - 07/07/2025	Move Out	Included
		<b>Total:</b>	<b>4,050.00</b>

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

**Move out must be completed by 11:59 PM Monday - July 7, 2025 to avoid additional charges.**

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Outside Services</b>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	3.00 HR	265.00 HR	795.00
			<b>Total:</b>	<b>795.00</b>

Summary		
Facility Rental Total		\$4,050.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$795.00
	<b>Grand Total:</b>	<b>\$4,845.00</b>

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$4,845.00
	<b>Total:</b>	<b>\$4,845.00</b>

**Please Remit Payment in \*Check Only\***

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

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

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

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

#### **CANNABIS EVENTS**

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

# EXHIBIT A

## Event Information

### **COVID GUIDELINES**

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

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

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

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

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

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. American Promotional Events, Inc. - West dba TNT Fireworks must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, American Promotional Events, Inc. - West dba TNT Fireworks must execute changes within the specified timeframe.

**FORM F-31**REVIEWED TD  
APPROVED EYAGREEMENT NO. **RA-EQC015-25**DATE **4/28/2025**  
FAIRTIME  
INTERIM **XX****RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 1 – December 31, 2025**

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

**See Exhibit A and W**

<input checked="" type="checkbox"/> <u>2</u> Box Stall (12' x 12')	<input type="checkbox"/> Locker (Association Owned)
<input type="checkbox"/> Double Box Stall (12' x 24')	<input type="checkbox"/> Storage (Non-Association Owned)
<input type="checkbox"/> Tack Room	<input checked="" type="checkbox"/> Misc. <u>Facility Use</u> _____
<input type="checkbox"/> Horse Trailer Parking	

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

**Horse Boarding**

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

**SEE RATE SHEET (Exhibit W)**

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

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

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

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

**Zequestrian**  
**Sara Zomorodian**

By:   
4B8A09DA384141F...  
Title: **Sara Zomorodian, Renter**

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

DocuSigned by:  
  
D46CB1EE42244DE...  
By:   
Title: **Michele Capps, Chief Business Development Officer**  
Date: **5/1/2025**

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

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

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

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

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

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

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

18. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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

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

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

## **EXHIBIT "A"**

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

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

**RENTER AGREES:**

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

7. Due to office/facility space limitations, Association will not be accepting any mail or serve as a clearinghouse for Renters. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
8. Renter agrees to abide by COVID related health directives, if any, in place during the contract period
9. For any emergency where medical attention is needed, please call Association Security at 714-708-1588.
10. Security deposit requirements are as follows: Box Stalls, Tack Rooms, and Lockers - Equal to 50% of one (1) month's rent (based off current rates). Schedule a pre-move in inspection with TRCC office.
  - a. The security deposit may be used for outstanding bills and the purpose of repairing damage for which the Renter is responsible (beyond normal wear and tear), etc. The Renter shall conduct a pre-moveout inspection of the stall(s) BEFORE moving out at which time management shall inform the Renter of needed repairs in writing. The Renter shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the Renter with an itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.
  - b. Security Deposit Refund Process: Security deposit refunds can take up to 30 days to process. Once the horse(s) have been moved out, the stall, tack room or locker will be inspected and locked the following day. Please remember to remove all personal items from the stall, tack room or locker unless otherwise agreed (e.g., stall gate, fan, toys, water buckets, tack, equipment, etc.). If any items are left behind that were not agreed upon, they will be disposed of, or become property of Association.

#### 11. Possessory Lien

- a. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, Association shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, Association has the right to take possession and control of the horse(s) and associated equipment for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during Association's possession, even though you may be refused access to or use of the horse(s), and that Association has the right to sell your horse(s) and/or equipment to satisfy its lien and for costs of sale.

#### 12. General Rules and Regulations

- a. Association facilities are for the use of Renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or

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

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

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

**ASSOCIATION AGREES:**

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

## California Fair Services Authority

### EXHIBIT "B"

## INSURANCE REQUIREMENTS (revised effective January 1, 2023)

### **I. Evidence of Coverage**

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:

- a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CDSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle

Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions\*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

- b. **Automobile Liability** - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. **Workers' Compensation** - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. **Medical Malpractice** - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. **Liquor Liability** - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
  - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
  - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

## **II. General Provisions**

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

(3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract

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

### **III. Participant Waivers**

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

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

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

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

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

**3. Non-Discrimination Clause**

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

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

**4. Amendment (GC 11010.5)**

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

**5. Assignment**

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

## **6. Termination**

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

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

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

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

SCTC, F-31 (revised 10/01)

## **7. Governing Law**

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

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

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

### Current State Employees (PCC 10410):

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

### Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

**9. Contractor Name Change**

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

**10. Air or Water Pollution Violation (WC 13301)**

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

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

**EXHIBIT E**

**NOISE ORDINANCE:**

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

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

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

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

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

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

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

**GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:**

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

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

**IN SUMMARY:**

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

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

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

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

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



## Exhibit W

### Boarding Fee Stall Base Rates

12' x 12' Single Box Stall	\$979 Monthly
12' x 24' Double Box Stall	\$1,558 Monthly
12' x 12' Dry Stall (Trainer Only*)	\$579 Monthly
12' x 24' Dry Stall (Trainer Only*)	\$1,158 Monthly

\* See The Ranch office for details.

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

<b>Facility Use Fee**</b>	\$400 Monthly
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\*\*Applies to any boarder offering paid equine programs.

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

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

Example charges:

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

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

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

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

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

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

### Lockers (OCFEC owned)

Locker	\$53 Monthly
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\*Locker availability is limited.

### Storage Containers\*\* (Non-OCFEC owned)

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

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

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

### Miscellaneous

Bag of Shavings	\$12 Per Bag
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Other special requests (Labor only)	\$50 Per Hour
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Non-compliance Fee*	\$25 - 100 As needed
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\*For example - unapproved overnight parking or parking in barn aisles - 1st offense-\$25, 2nd offense-\$50, etc.; or having dog on property, excessive plants, etc.

## RELEASE AND WAIVER OF LIABILITY AGREEMENT

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

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

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

DS  
S

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

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

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

Executed at Orange, California on 4/30/2025, 2024.

**PARTICIPANT/RELEASOR**  
Sara Zomorodian

4B8A69DA384141F...  
Signature

Address: \_\_\_\_\_

**PARENT OR GUARDIAN**

Signature

Address: \_\_\_\_\_

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

**FORM F-31**

REVIEWED TD

APPROVED EY

AGREEMENT NO. **EQC-012-25**

DATE **April 11, 2025**

FAIRTIME

INTERIM **XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**April 15 to December 31, 2025**

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

**See Exhibit A**

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

**Bee and Beekeeping Exhibit**

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

**In-Kind Trade (See Exhibit A)**

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

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

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

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

**Hapa Honey Farm**

By: Bill Gibson  
Title: **Bill Gibson, Owner**  
D184BCDE67A245C...

Date: 4/15/2025

**32<sup>nd</sup> District Agricultural Association**

**88 Fair Drive**

**Costa Mesa, CA 92626**

By: Michele Capps  
Title: **Michele Capps, Chief Business Development Officer**  
D46C81EE42244DDE  
Date: 4/15/2025

## **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 his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving 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. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Renter will post in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Agreement; the size of said sign, manner and place of posting to be pre-approved by Association.
6. 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 concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to received Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience 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 thereof from Association.
8. 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 shall 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 operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear 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.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

12. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

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

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

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

18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

19. 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.

20. 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.

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

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

**AGREEMENT: EQC-012-25**

**DATED: April 11, 2025**

**WITH: Hapa Honey Farm**

**PHONE:**

**EXHIBIT "A"**

**DATE(S) OF EVENT:** **April 15, 2025 to December 31, 2025**

**BUILDING(S)/LOCATION(S):**

The Ranch Community Center .....In-Kind Trade

**RENTER AGREES:**

- That the term of this Agreement is April 15, 2025 to December 31, 2025.
- **To provide an educational exhibit highlighting bees and beekeeping in a 12-foot by 12-foot box stall. Exhibit theme must be approved by The Ranch Community Center staff before setup.** Design of exhibit can extend to the exterior stall door and wall of the designate 12'x12', as long as it doesn't extend pass 12 inches and does not present a safety issue.
- **Exhibit setup can begin on April 15 and is to be completed by Tuesday, May 13, 2025.**
- **To staff the bee and beekeeping educational exhibit during Ranch Discovery Day on Wednesday, May 14 from 9:00 a.m. to 12:00 p.m. (noon).**
- **To provide professional, customer friendly service during Ranch Discovery Day and adhere to the District's standard of Conduct Policies.**
- **To provide proof of insurance upon signing this agreement.**
- To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- To contact The Ranch Community Center staff at (714) 708-1652 to schedule dates for setup and teardown.
- That parking around the building and barns is not permitted unless of setup and teardown; approved by The Ranch Community Center staff. Staff and members are required to park in Parking Lot in a marked parking stall or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- Renter is responsible for setup and teardown of exhibit.
- Staffing and additional equipment rental/usage cost are not included in this rental agreement. Please refer to the rental rates sheet on OCFair.com for more information.
- That all trash generated by renter be taken out to appropriate disposal areas at The Ranch Community Center.
- To reimburse District (OCFEC) for any out-of-pocket expenses incurred due to damage caused by Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact the Safety & Security Department at (714) 708-1588. Security will then notify outside emergency personnel if needed.
- Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook [ocfair.com/ranchpolicies](http://ocfair.com/ranchpolicies).

**32<sup>nd</sup> District (OCFEC) will provide:**

- To provide exhibit space: 12-foot x 12-foot box stall as an exhibit space at The Ranch Community Center.
- To allow Contractor to place Hapa Honey Farm signage in exhibit space promoting their business.
- To list Hapa Honey Farm on The Ranch Discovery Day map.
- To allow Contractor to sell honey sticks and/or honey products on The Ranch Discovery Day event(s).
- To provide additional table and chairs limited to what is in supply at The Ranch Community Center for The Ranch Discovery Day event on May 14.
- Parking access through Gate 9 off Arlington Drive. Should Gate 9 need to be closed, parking access will be available through Gate 8. Parking for the Ranch Discovery Day on Wednesday, May 14 will through Gate 8.

**Payment Schedule:**

Payment of \$0 (In-kind trade).

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

**The OC Fair & Event Center will notify renter in the event of a new location is needed for your meeting. If meeting needs to be cancelled due to lack of meeting space. Renter will be reimbursed that month rental fee.**

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

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

**CANNABIS EVENTS**

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

**COVID GUIDELINES**

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

**EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at

<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

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

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

## **RECYCLING / SB 1383**

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

## **SOUND ORDINANCE**

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

## **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. Hapa Honey Farm must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Hapa Honey Farm must execute changes within the specified time frame.

**California Fair Services Authority****EXHIBIT B****INSURANCE REQUIREMENTS  
(revised effective January 1, 2023)****I. Evidence of Coverage**

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

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
  1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
  2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
  3. Coverages:
    - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CDSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton

Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions\*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSAs. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only –
  - California Fair Services Authority  
Attn: Risk Management, 1776 Tribute Road, Suite 100  
Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

**II. General Provisions**

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

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

### **III. Participant Waivers**

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

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

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

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

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

**3. Non-Discrimination Clause**

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

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

**4. Amendment (GC 11010.5)**

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

**5. Assignment**

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

## **6. Termination**

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

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

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

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

SCTC, F-31 (revised 10/01)

## **7. Governing Law**

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

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

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

### Current State Employees (PCC 10410):

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

### Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

**9. Contractor Name Change**

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

**10. Air or Water Pollution Violation (WC 13301)**

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

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

**EXHIBIT E**

**NOISE ORDINANCE:**

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

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

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

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

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

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

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

**GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:**

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

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

**IN SUMMARY:**

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

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

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

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

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



## Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration  
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information  
[http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180AB1499](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499)

Westerns Fairs Association  
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





## Exhibit S

### **TRUSSING/TEMPORARY SPECIAL EVENT STRUCTURE CONSTRUCTION & SAFETY CODE**

For purpose of public and worker safety, the OC Fair & Event Center (OCFEC) requires that all show producers/promoters, commercial exhibitors/merchants and concessionaires incorporating trussing and other structural components such as signage, banner frames and flag poles into their exhibit/booth design or concession area must adhere to all manufacturer specifications and OSHA guidelines as well as any other applicable state and local regulation when setting up planned exhibitor/merchant or concession space. *See below California Fire Code (CFC) reference language specific to Temporary Special Event Structures.* Other related safety practice requirements also apply when personnel climb onto trussing, and/or stand on concession trailer roofs. Safety measures must include, but are not limited to:

- Required fall arrest system (harness and line use) by personnel exposed to fall hazard during installation, maintenance/wash and teardown periods.
- Specified installation of base plates and anchoring systems.
- Specified blocking schemes and pinning devices.

**Show producers/promoters, commercial exhibitors/merchants and concessionaires not adhering to above guidelines, or deemed to be operating in an otherwise unsafe manner, may be directed to cease operations. Violations can result in counseling and other corrective measures up to and including notice of contractual default. If condition is not corrected within a reasonable remedy period based upon severity of situation or immediately when absolutely necessary, or if occurrence is a repeat violation, matter can be cause for loss of directly related rental space and/or dismissal from the OC Fair & Event Center as well as loss of consideration for future participation at the OC Fair and other planned events.**

**Advance request and OCFEC/State Fire Marshal review process:** During application and contractual rental agreement development timeline, Renter shall submit a request to respective contracting department for OCFEC review and approval of Renter's intent to install trussing units or other such structures surrounding or adjoining designated concession or commercial exhibitor space. If provided OCFEC approval to proceed to next steps of structure planning, Renter is then required by OCFEC and California State Fire Marshal to provide structure (trussing) installation construction documentation, inclusive of a stamped engineering drawing prepared by a California registered structural engineer in accordance with the California Building Code and a letter of conformance from the party responsible for actual building of the structure. Documentation shall encompass structural integrity, wind loads and flame spread requirements, and must be available to OCFEC and fire code official upon request for review and approval in order to permit installation of planned temporary structure. In and of itself, submission of documents to OCFEC or fire code official does not constitute approval. Basis for addressing all specified construction related requirements is to protect against potential of structural collapse/upending and shock hazards. See below document content and procedural list for additional preparatory reference.



**Construction documents:** Construction documents shall be prepared by a California registered design professional (structural engineer) in accordance with the California Building Code and ANSI E1 .21 where applicable. Documents shall include:

1. A summary sheet showing the building code used, design criteria, loads and support reactions.
2. Detailed construction and installation drawings.
3. Design calculations.
4. Operating limits of the structure explicitly outlined by the registered design professional including environmental conditions and physical forces.
5. Effects of additive elements such as video walls, supported scenery, audio equipment, vertical and horizontal coverings.
6. Means for adequate stability including specific requirements for guying and cross-bracing, ground anchors or ballast for different ground conditions.

**Designation of responsible party:** The owner of the temporary special event structure shall designate in writing a person to have responsibility for the temporary special event structure on the site. The designated person shall have sufficient knowledge of the construction documents, manufacturer's recommendations and operations plan to make judgments regarding the structure's safety and to coordinate with the fire code official.

**Operations plan:** The operations plan shall reflect manufacturer's operational guidelines, procedures for environmental monitoring and actions to be taken under specified conditions consistent with the construction documents.

**Means of egress** – The means of egress for temporary special event structures shall comply with California Fire Code.

**For official code standards, refer to the California Fire Code (CFC) section applicable to Temporary Special Event Structures.**



## Exhibit T - GenAI

### **GENAI TECHNOLOGY USE & REPORTING**

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

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

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



## RELEASE AND WAIVER OF LIABILITY AGREEMENT

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

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

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

Initial  
BG

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

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

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

Executed at Orange, California on 4/15/2025, 2025.

### PARTICIPANT/RELEASOR

Bill Gibson

D184BCDE67A245C...  
Signature

Address: \_\_\_\_\_

### PARENT OR GUARDIAN

Signature

Address: \_\_\_\_\_

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

**FORM F-31**

REVIEWED TD

APPROVED EY

AGREEMENT NO. **EQC-013-25**

DATE **April 21, 2025**

FAIRTIME

INTERIM **XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 13, 2025 to May 14, 2025**

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

**See Exhibit A**

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

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

**Equine Exhibit**

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

**In-Kind Trade (See Exhibit A)**

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

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

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

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

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

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

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

**Karen Dayton**

By:   
A068C71974D54DA..

Date: 4/21/2025

Title: Karen Dayton

**32<sup>nd</sup> District Agricultural Association**

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

By:   
D46CB1EE42244DE..

Date: 4/22/2025

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

## **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 his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving 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. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Renter will post in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Agreement; the size of said sign, manner and place of posting to be pre-approved by Association.
6. 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 concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to received Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience 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 thereof from Association.
8. 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 shall 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 operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear 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.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

12. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

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

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

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

18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

19. 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.

20. 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.

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

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

**AGREEMENT: EQC-013-25**  
**DATED: April 21, 2025**  
**WITH: Karen Dayton**  
**PHONE:**

**EXHIBIT "A"**

**DATE(S) OF EVENT:** **May 13, 2025 to May 14, 2025**

**BUILDING(S)/LOCATION(S):**

The Ranch Community Center .....In-Kind Trade

**RENTER AGREES:**

- That the term of this Agreement is May 13, 2025 to May 14, 2025.
- **To provide 2 horses for exhibit and provide general education on equine.**
- **Exhibit setup can begin on May 13 and is to be completed by Wednesday, May 14, 2025 by 8:30 a.m.**
- **To provide proof of insurance upon signing this agreement.**
- To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- To contact The Ranch Community Center staff at (714) 708-1652 to schedule dates for setup and teardown.
- That parking around the building and barns is not permitted unless of setup and teardown; approved by The Ranch Community Center staff. Staff and members are required to park in Parking Lot in a marked parking stall or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- Renter is responsible for setup and teardown of exhibit.
- Staffing and additional equipment rental/usage cost are not included in this rental agreement. Please refer to the rental rates sheet on OCFair.com for more information.
- That all trash generated by renter be taken out to appropriate disposal areas at The Ranch Community Center.
- To reimburse District (OCFEC) for any out-of-pocket expenses incurred due to damage caused by Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact the Safety & Security Department at (714) 708-1588. Security will then notify outside emergency personnel if needed.
- Special Provisions: The Ranch Community Center Policies & Procedures Handbook is incorporated as part of this Agreement by this reference and is on file with the Association. By signing the Agreement, Renter acknowledges that Renter has read the Ranch Community Center Policies & Procedures Handbook and agrees to abide by the Ranch Community Center Policies & Procedures Handbook [ocfair.com/ranchpolicies](http://ocfair.com/ranchpolicies).

**32<sup>nd</sup> District (OCFEC) will provide:**

- To provide exhibit space for horses: One 12-foot x 24-foot box stall or two 12-foot x 12-foot box stall as an exhibit space at The Ranch Community Center.
- To provide one trailer parking.
- To provide additional table and chairs limited to what is in supply at The Ranch Community Center for The Ranch Discovery Day event on May 14.
- Parking access through Gate 9 off Arlington Drive. Should Gate 9 need to be closed, parking access will be available through Gate 8. Parking for the Ranch Discovery Day on Wednesday, May 14 will through Gate 8.

**Payment Schedule:**

Payment of \$0 (In-kind trade).

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

**The OC Fair & Event Center will notify renter in the event of a new location is needed for your meeting. If meeting needs to be cancelled due to lack of meeting space. Renter will be reimbursed that month rental fee.**

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

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

**CANNABIS EVENTS**

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

**COVID GUIDELINES**

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

**EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at

<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

**OAK VIEW GROUP dba OVG HOSPITALITY**

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

**RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. Karen Dayton must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Karen Dayton must execute changes within the specified time frame.

**California Fair Services Authority****EXHIBIT B****INSURANCE REQUIREMENTS  
(revised effective January 1, 2023)****I. Evidence of Coverage**

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

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
  1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
  2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
  3. Coverages:
    - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CDSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton

Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions\*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSAs. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only –
  - California Fair Services Authority  
Attn: Risk Management, 1776 Tribute Road, Suite 100  
Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

**II. General Provisions**

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

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

### **III. Participant Waivers**

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

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

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

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

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

**3. Non-Discrimination Clause**

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

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

**4. Amendment (GC 11010.5)**

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

**5. Assignment**

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

## **6. Termination**

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

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

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

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

SCTC, F-31 (revised 10/01)

## **7. Governing Law**

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

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

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

### Current State Employees (PCC 10410):

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

### Former State Employees (PCC 10411):

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

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

**9. Contractor Name Change**

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

**10. Air or Water Pollution Violation (WC 13301)**

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

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

**EXHIBIT E**

**NOISE ORDINANCE:**

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

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

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

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

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

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

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

**GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:**

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

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

**IN SUMMARY:**

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

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

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

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

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



## Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate ¾ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration  
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information  
[http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180AB1499](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499)

Westerns Fairs Association  
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.





## Exhibit S

### **TRUSSING/TEMPORARY SPECIAL EVENT STRUCTURE CONSTRUCTION & SAFETY CODE**

For purpose of public and worker safety, the OC Fair & Event Center (OCFEC) requires that all show producers/promoters, commercial exhibitors/merchants and concessionaires incorporating trussing and other structural components such as signage, banner frames and flag poles into their exhibit/booth design or concession area must adhere to all manufacturer specifications and OSHA guidelines as well as any other applicable state and local regulation when setting up planned exhibitor/merchant or concession space. *See below California Fire Code (CFC) reference language specific to Temporary Special Event Structures.* Other related safety practice requirements also apply when personnel climb onto trussing, and/or stand on concession trailer roofs. Safety measures must include, but are not limited to:

- Required fall arrest system (harness and line use) by personnel exposed to fall hazard during installation, maintenance/wash and teardown periods.
- Specified installation of base plates and anchoring systems.
- Specified blocking schemes and pinning devices.

**Show producers/promoters, commercial exhibitors/merchants and concessionaires not adhering to above guidelines, or deemed to be operating in an otherwise unsafe manner, may be directed to cease operations. Violations can result in counseling and other corrective measures up to and including notice of contractual default. If condition is not corrected within a reasonable remedy period based upon severity of situation or immediately when absolutely necessary, or if occurrence is a repeat violation, matter can be cause for loss of directly related rental space and/or dismissal from the OC Fair & Event Center as well as loss of consideration for future participation at the OC Fair and other planned events.**

**Advance request and OCFEC/State Fire Marshal review process:** During application and contractual rental agreement development timeline, Renter shall submit a request to respective contracting department for OCFEC review and approval of Renter's intent to install trussing units or other such structures surrounding or adjoining designated concession or commercial exhibitor space. If provided OCFEC approval to proceed to next steps of structure planning, Renter is then required by OCFEC and California State Fire Marshal to provide structure (trussing) installation construction documentation, inclusive of a stamped engineering drawing prepared by a California registered structural engineer in accordance with the California Building Code and a letter of conformance from the party responsible for actual building of the structure. Documentation shall encompass structural integrity, wind loads and flame spread requirements, and must be available to OCFEC and fire code official upon request for review and approval in order to permit installation of planned temporary structure. In and of itself, submission of documents to OCFEC or fire code official does not constitute approval. Basis for addressing all specified construction related requirements is to protect against potential of structural collapse/upending and shock hazards. See below document content and procedural list for additional preparatory reference.



**Construction documents:** Construction documents shall be prepared by a California registered design professional (structural engineer) in accordance with the California Building Code and ANSI E1 .21 where applicable. Documents shall include:

1. A summary sheet showing the building code used, design criteria, loads and support reactions.
2. Detailed construction and installation drawings.
3. Design calculations.
4. Operating limits of the structure explicitly outlined by the registered design professional including environmental conditions and physical forces.
5. Effects of additive elements such as video walls, supported scenery, audio equipment, vertical and horizontal coverings.
6. Means for adequate stability including specific requirements for guying and cross-bracing, ground anchors or ballast for different ground conditions.

**Designation of responsible party:** The owner of the temporary special event structure shall designate in writing a person to have responsibility for the temporary special event structure on the site. The designated person shall have sufficient knowledge of the construction documents, manufacturer's recommendations and operations plan to make judgments regarding the structure's safety and to coordinate with the fire code official.

**Operations plan:** The operations plan shall reflect manufacturer's operational guidelines, procedures for environmental monitoring and actions to be taken under specified conditions consistent with the construction documents.

**Means of egress** – The means of egress for temporary special event structures shall comply with California Fire Code.

**For official code standards, refer to the California Fire Code (CFC) section applicable to Temporary Special Event Structures.**



## Exhibit T - GenAI

### **GENAI TECHNOLOGY USE & REPORTING**

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

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

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



## RELEASE AND WAIVER OF LIABILITY AGREEMENT

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

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

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

Initial  


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

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

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

4/21/2025

Executed at Orange, California on 20.

Signed by:  
**PARTICIPANT/RELEASOR**  
Karen Dayton  
A968C71974D54DA

Signature  
Address: \_\_\_\_\_

**PARENT OR GUARDIAN**

Signature  
Address: \_\_\_\_\_

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

REVIEWED \_\_\_\_\_

DATE: May 6<sup>th</sup>, 2025

APPROVED \_\_\_\_\_

FAIRTIME: 

INTERIM

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Democratic Party of Orange County** hereinafter, called the Renter.

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises. **The agreed upon occupation days are as follows (Aug 6, 7, 8, 9 and 10.) Exhibit setup is from 7 – 10 a.m. on your first day of occupation. Exhibit tear-down is 10 p.m. on your last day of occupation or the morning following the last day of your occupation.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 10' x 10' space. Space rental includes a 10' x 10' tent, (2) 6' tables & cover, (3) chairs, and electricity for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Connection – July 18, 2025– August 17, 2025 (closed Mondays and Tuesdays)**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$75, which is non-refundable, for exhibit space rental for (Aug 6, 7, 8, 9 and 10.)**
5. See Exhibits "A", "B" & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due **on or before June 9, 2025.**
6. Renter agrees not to sell, barter, or exchange goods and/or services and will not participate in any fundraising activity. No tip jars allowed.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide.** By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

*IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.*

Democratic Party of Orange County  
c/o Denise Santamaria  
1475 College Blvd Suite 110  
Anaheim, CA 92806

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title: Michele Richards, Chief Executive Officer or  
Michele Capps, Chief Business Development Officer

## 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 his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association and will keep the area within and surrounding the exhibit space free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities.
4. Prohibited items: Feature exhibitors are prohibited from giving away the following items: balloons, gun, and consumable items.
5. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the exhibitor space and adjacent areas properly arranged and clean.
6. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to OC Fair patrons and Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment must be approved by the Association.
7. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
8. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter's control excepted.
9. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
10. Every article of the space and all boxes, crates, packing material, and debris whatsoever used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. In the event of Renter's failure to vacate said premises as herein provided, the Association is authorized to remove and store the materials at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
11. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
12. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
13. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
14. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
15. "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 Renter within the immediately preceding two-year period because of Renter's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127.)"
16. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
17. The parties hereto agree that Renter, and any agents and employees of the Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Association.
18. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

REVIEWED \_\_\_\_\_

DATE: May 6<sup>th</sup>, 2025

APPROVED \_\_\_\_\_

FAIRTIME: X

INTERIM

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Registrar of Voters** hereinafter, called the Renter.

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises. **The agreed upon occupation days are as follows (July 18, 19 & 20)** Exhibit setup is from 7 – 10 a.m. on your first day of occupation. Exhibit tear-down is 10 p.m. on your last day of occupation or the morning following the last day of your occupation.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 10' x 10' space. Space rental includes a 10' x 10' tent, (2) 6' tables & cover, (3) chairs, and electricity for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Connection – July 18, 2025– August 17, 2025 (closed Mondays and Tuesdays)**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$75, which is non-refundable, for exhibit space rental for (July 18, 19 & 20).**
5. **See Exhibits "A", "B" & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before June 9, 2025.**
6. Renter agrees not to sell, barter, or exchange goods and/or services and will not participate in any fundraising activity. No tip jars allowed.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions:** By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

*IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.*

Orange County Registrar of Voters  
c/o Heather McDaniel  
1300 S. Grand Ave Building C  
Santa Ana, CA 92705

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title: Michele Richards, Chief Executive Officer or  
Michele Capps, Chief Business Development Officer

## 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 his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association and will keep the area within and surrounding the exhibit space free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities.
4. Prohibited items: Feature exhibitors are prohibited from giving away the following items: balloons, gun, and consumable items.
5. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the exhibitor space and adjacent areas properly arranged and clean.
6. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to OC Fair patrons and Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment must be approved by the Association.
7. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
8. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter's control excepted.
9. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
10. Every article of the space and all boxes, crates, packing material, and debris whatsoever used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. In the event of Renter's failure to vacate said premises as herein provided, the Association is authorized to remove and store the materials at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
11. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
12. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
13. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
14. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
15. "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 Renter within the immediately preceding two-year period because of Renter's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127.)"
16. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
17. The parties hereto agree that Renter, and any agents and employees of the Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Association.
18. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

REVIEWED \_\_\_\_\_

DATE: May 6<sup>th</sup>, 2025

APPROVED \_\_\_\_\_

FAIRTIME: X

INTERIM

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and Al-Anon Information Service Office of Orange County hereinafter, called the Renter.

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises. **The agreed upon occupation days are as follows (July 23, 24, 25, 26 and 27)** Exhibit setup is from 7 – 10 a.m. on your first day of occupation. Exhibit tear-down is 10 p.m. on your last day of occupation or the morning following the last day of your occupation.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 10' x 10' space. Space rental includes a 10' x 10' tent, (2) 6' tables & cover, (3) chairs, and electricity for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Connection – July 18, 2025– August 17, 2025 (closed Mondays and Tuesdays)**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$100, which is non-refundable, for exhibit space rental for (July 23, 24, 25, 26 and 27)**
5. **See Exhibits "A", "B" & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before June 9, 2025.**
6. Renter agrees not to sell, barter, or exchange goods and/or services and will not participate in any fundraising activity. No tip jars allowed.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions:** By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

*IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.*

Al-Anon / Information Service Office of Orange County  
c/o Eric Nunez  
1451 La Canada Dr.  
Brea, CA 92821

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title: Michele Richards, Chief Executive Officer or  
Michele Capps, Chief Business Development Officer

## 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 his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association and will keep the area within and surrounding the exhibit space free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities.
4. Prohibited items: Feature exhibitors are prohibited from giving away the following items: balloons, gun, and consumable items.
5. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the exhibitor space and adjacent areas properly arranged and clean.
6. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to OC Fair patrons and Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment must be approved by the Association.
7. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
8. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter's control excepted.
9. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
10. Every article of the space and all boxes, crates, packing material, and debris whatsoever used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. In the event of Renter's failure to vacate said premises as herein provided, the Association is authorized to remove and store the materials at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
11. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
12. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
13. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
14. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
15. "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 Renter within the immediately preceding two-year period because of Renter's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127.)"
16. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
17. The parties hereto agree that Renter, and any agents and employees of the Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Association.
18. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

REVIEWED \_\_\_\_\_

DATE: May 9, 2025

APPROVED \_\_\_\_\_

FAIRTIME: 

INTERIM

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Children's Home Society of California** hereinafter, called the Renter.

## WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **The agreed upon occupation days are as follows (July 30 and 31, Aug 1, 2, and 3) Exhibit setup is from 7 – 10 a.m. on your first day of occupation. Exhibit tear-down is 10 p.m. on your last day of occupation or the morning following the last day of your occupation.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 10' x 10' space. Space rental includes a 10' x 10' tent, (2) 6' tables & cover, (3) chairs, and electricity for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**OC Connection – July 18, 2025– August 17, 2025 (closed Mondays and Tuesdays)**

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$100, which is non-refundable, for exhibit space rental for (July 30 and 31, Aug 1, 2, and 3).**
5. **See Exhibits "A", "B" & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before June 9, 2025.**
6. Renter agrees not to sell, barter, or exchange goods and/or services and will not participate in any fundraising activity. No tip jars allowed.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions:** By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

*IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.*

Children's Home Society of California

c/o Joelle Landazabal  
333 Anita S Drive  
Orange, CA 92679

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title: Michele Richards, Chief Executive Officer or  
Michele Capps, Chief Business Development Officer

## 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 his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association and will keep the area within and surrounding the exhibit space free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities.
4. Prohibited items: Feature exhibitors are prohibited from giving away the following items: balloons, gun, and consumable items.
5. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the exhibitor space and adjacent areas properly arranged and clean.
6. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to OC Fair patrons and Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment must be approved by the Association.
7. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
8. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter's control excepted.
9. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
10. Every article of the space and all boxes, crates, packing material, and debris whatsoever used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. In the event of Renter's failure to vacate said premises as herein provided, the Association is authorized to remove and store the materials at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
11. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
12. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
13. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
14. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
15. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
16. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
17. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
18. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

REVIEWED

CG

APPROVED

JS

DATE: May 6, 2025

FAIRTIME: X

INTERIM

## RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Canine Support Teams, Inc.** hereinafter, called the Renter.

## WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **The agreed upon occupation days are as follows (July 30 and 31, Aug 1, 2, and 3) Exhibit setup is from 7 – 10 a.m. on your first day of occupation. Exhibit tear-down is 10 p.m. on your last day of occupation or the morning following the last day of your occupation.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 10' x 10' space. Space rental includes a 10' x 10' tent, (2) 6' tables & cover, (3) chairs, and electricity for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Connection – July 18, 2025– August 17, 2025 (closed Mondays and Tuesdays)**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$100, which is non-refundable, for exhibit space rental for (July 30 and 31, Aug 1, 2, and 3).**
5. **See Exhibits "A", "B" & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before June 9, 2025.**
6. Renter agrees not to sell, barter, or exchange goods and/or services and will not participate in any fundraising activity. No tip jars allowed.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions:** By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

*IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.*

Canin Support Teams, Inc  
c/o Jo Ann Roettgen  
P.O. Box 75  
Murrieta, CA 92564

By \_\_\_\_\_  
Name Jo Ann Roettgen  
Title Operations Manager

Signed by:

Jo Ann Roettgen

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32ND DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Michele Richards, Chief Executive Officer or  
Michele Capps, Chief Business Development Officer

DocuSigned by:

Michele Capps

D46CB1EE4224DE...

## **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 his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association and will keep the area within and surrounding the exhibit space free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities.
4. Prohibited items: Feature exhibitors are prohibited from giving away the following items: balloons, gun, and consumable items.
5. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the exhibitor space and adjacent areas properly arranged and clean.
6. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to OC Fair patrons and Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment must be approved by the Association.
7. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
8. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter's control excepted.
9. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
10. Every article of the space and all boxes, crates, packing material, and debris whatsoever used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. In the event of Renter's failure to vacate said premises as herein provided, the Association is authorized to remove and store the materials at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
11. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
12. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
13. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
14. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
15. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
16. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
17. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
18. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

REVIEWED \_\_\_\_\_

DATE: May 6, 2025

APPROVED \_\_\_\_\_

FAIRTIME: **X**

INTERIM

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Court Appointed Special Advocates of Orange County (CASA OC)** hereinafter, called the Renter.

**WITNESSETH:**

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **The agreed upon occupation days are as follows July 18, 19, and 20. Exhibit setup is from 7 – 10 a.m. on your first day of occupation. Exhibit tear-down is 10 p.m. on your last day of occupation or the morning following the last day of your occupation.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 10' x 10' space. Space rental includes a 10' x 10' tent, (2) 6' tables & cover, (3) chairs, and electricity for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Connection – July 18, 2025– August 17, 2025 (closed Mondays and Tuesdays)**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$75, which is non-refundable, for exhibit space rental for July 18, 19, and 20.**
5. **See Exhibits "A", "B" & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before June 9, 2025.**
6. Renter agrees not to sell, barter, or exchange goods and/or services and will not participate in any fundraising activity. No tip jars allowed.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions:** By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

*IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.*

Court Appointed Special Advocates of OC  
c/o Ruby Venegas  
765 The City Drive S.  
Orange, CA 92868

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title: Michele Richards, Chief Executive Officer or  
Michele Capps, Chief Business Development Officer

## 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 his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association and will keep the area within and surrounding the exhibit space free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities.
4. Prohibited items: Feature exhibitors are prohibited from giving away the following items: balloons, gun, and consumable items.
5. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the exhibitor space and adjacent areas properly arranged and clean.
6. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to OC Fair patrons and Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment must be approved by the Association.
7. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
8. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter's control excepted.
9. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
10. Every article of the space and all boxes, crates, packing material, and debris whatsoever used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. In the event of Renter's failure to vacate said premises as herein provided, the Association is authorized to remove and store the materials at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
11. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
12. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
13. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
14. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
15. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
16. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
17. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
18. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

REVIEWED \_\_\_\_\_

DATE: May 6, 2025

APPROVED \_\_\_\_\_

FAIRTIME: X

INTERIM

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Intergroup of Overeaters Anonymous, Inc.** hereinafter, called the Renter.

## WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **The agreed upon occupation days are as follows (Aug 13, 14, 15, 16 and 17.) Exhibit setup is from 7 – 10 a.m. on your first day of occupation. Exhibit tear-down is 10 p.m. on your last day of occupation or the morning following the last day of your occupation.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 10' x 10' space. Space rental includes a 10' x 10' tent, (2) 6' tables & cover, (3) chairs, and electricity for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Connection – July 18, 2025– August 17, 2025 (closed Mondays and Tuesdays)**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$100, which is non-refundable, for exhibit space rental for (Aug 13, 14, 15, 16 and 17.)**
5. **See Exhibits "A", "B" & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before June 9, 2025.**
6. Renter agrees not to sell, barter, or exchange goods and/or services and will not participate in any fundraising activity. No tip jars allowed.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions:** By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

*IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.*

Orange County Intergroup of Overeaters Anonymous, Inc.  
c/o Susie Simeon  
2051 Owens Dr.  
Fullerton, CA 90638

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title: Michele Richards, Chief Executive Officer or  
Michele Capps, Chief Business Development Officer

## 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 his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association and will keep the area within and surrounding the exhibit space free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities.
4. Prohibited items: Feature exhibitors are prohibited from giving away the following items: balloons, gun, and consumable items.
5. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the exhibitor space and adjacent areas properly arranged and clean.
6. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to OC Fair patrons and Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment must be approved by the Association.
7. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
8. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter's control excepted.
9. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
10. Every article of the space and all boxes, crates, packing material, and debris whatsoever used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. In the event of Renter's failure to vacate said premises as herein provided, the Association is authorized to remove and store the materials at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
11. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
12. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
13. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
14. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
15. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
16. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
17. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
18. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

REVIEWED

eg

APPROVED

JS

DATE: May 6, 2025

FAIRTIME: X

INTERIM

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Republican Party of Orange County** hereinafter, called the Renter.

## WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **The agreed upon occupation days are as follows (Aug 13, 14, 15, 16 and 17.) Exhibit setup is from 7 – 10 a.m. on your first day of occupation. Exhibit tear-down is 10 p.m. on your last day of occupation or the morning following the last day of your occupation.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 10' x 10' space. Space rental includes a 10' x 10' tent, (2) 6' tables & cover, (3) chairs, and electricity for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Connection – July 18, 2025– August 17, 2025 (closed Mondays and Tuesdays)**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$100, which is non-refundable, for exhibit space rental for (Aug 13, 14, 15, 16 and 17.)**
5. **See Exhibits "A", "B" & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before June 9, 2025.**
6. Renter agrees not to sell, barter, or exchange goods and/or services and will not participate in any fundraising activity. No tip jars allowed.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions:** By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

*IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.*

Republican Party of Orange County  
c/o Johnny Lauro  
1422 Edinger Suite 110  
Tustin, CA 92780

By Johnny Lauro 59A136EE61D480...  
Name Johnny Lauro  
Title Political Director, OCGOP

Signed by:

Johnny Lauro

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By Michele Capps D46CB1EE49244DE...  
Title: Michele Richards, Chief Executive Officer or  
Michele Capps, Chief Business Development Officer

**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 his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association and will keep the area within and surrounding the exhibit space free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities.
4. Prohibited items: Feature exhibitors are prohibited from giving away the following items: balloons, gun, and consumable items.
5. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the exhibitor space and adjacent areas properly arranged and clean.
6. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to OC Fair patrons and Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment must be approved by the Association.
7. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
8. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from caused beyond Renter's control excepted.
9. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
10. Every article of the space and all boxes, crates, packing material, and debris whatsoever used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. In the event of Renter's failure to vacate said premises as herein provided, the Association is authorized to remove and store the materials at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
11. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
12. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
13. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
14. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
15. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
16. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
17. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
18. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

**EXHIBIT "A"**  
**Event Operation and Policies**

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event. The OC Fair & Event Center will notify renter in the event of a new location is needed for your meeting. If meeting needs to be cancelled due to lack of meeting space. Renter will be reimbursed that month rental fee.

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

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

**CANNABIS EVENTS**

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

**COVID GUIDELINES**

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

**EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the OC Connection Exhibitor Guidebook is a part of this Agreement, and Renter agrees to abide by the policies and procedures set forth in the Exhibitor Guidebook. A digital copy of this guide has been emailed to the Renter. A printed copy of the guide will also be made available to the Renter for the duration of their rental period.

**OAK VIEW GROUP dba OVG HOSPITALITY**

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

**RECYCLING / SB 1383**

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

**SOUND ORDINANCE**

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

**STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. The Renter must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, the Renter must execute changes within the allotted time frame.

**EXHIBIT "B"**  
**INSURANCE REQUIREMENTS**

**California Fair Services Authority #19-02**

**I. Evidence of Coverage**

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

- A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
  - 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
  - 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
  - 3. Coverages:
    - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed

## EXHIBIT "B"

in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
  - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
  - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

## II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract,

## **EXHIBIT "B"**

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

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

### **III. Participant Waivers**

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

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

Renter, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Renter within the immediately preceding two-year period because of the Renter's failure to comply with an order of a Federal Court which orders the Renter to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

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

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

**3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)**

During the performance of this contract, Renter and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Renters and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Renters and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Renter and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Renter shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Renter, by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code Section 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective Renter agrees not to unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

**4. Amendment (GC 11010.5)**

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

**5. Assignment**

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

**6. Termination**

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

**7. Governing Law**

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

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

If the Renter violates any provisions of above paragraphs, such action by the Renter shall render this Agreement void. (PCC 10420).

9. Renter Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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



May 2025

To our OC Connection Partners:

- Democratic Party of Orange County
- Republican Party of Orange County

Soon we will welcome back the annual OC Fair along with its numerous fair partners such as your organization. We look forward to having the community come together to create lifelong memories. We appreciate that your organization has long been a part of this grand summer tradition.

The OC Fair is for everyone to come together and celebrate the best that Orange County has to offer. Although our guests all have differing opinions, backgrounds and views, the OC Fair is neutral ground. With this in mind, we would like to remind you that the purpose of your organization's participation is to register fairgoers to vote.

By agreeing to participate in the OC Connection Program your organization and volunteers have made the commitment to adhere to the following rules for participation:

- Do not display any materials that have not been reviewed and approved in advance by OC Fair & Event Center staff.
- Do not include any campaign materials for any candidates/causes in your booth.
- Do not display any materials disparaging other political parties, candidates, individuals, causes, etc.

Best wishes in successfully registering fairgoers to vote! Thank you for your participation in the OC Connection program and for representing your party at the 2025 OC Fair.

Kind regards,

DocuSigned by:

  
D46CB1EE42244DE...  
Michele Capps  
Chief Business Development Officer  
OC Fair & Event Center



REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 10, 2025**

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

**See Exhibit A**

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

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

**OCWS - Spring Membership Event**

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

**\$2,594.00**

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

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

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

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

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

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

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

**Orange County Wine Society  
P.O. Box 11059  
Costa Mesa, CA 92627**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Fran Gitsham, Vice President**

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

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	OCWS - Spring Membership Event	<b>Contract No:</b>	R-076-25 REVISED
<b>Contact Person:</b>	Fran Gitsham	<b>Phone:</b>	(714) 287-9663
<b>Event Date:</b>	05/10/2025	<b>Hours:</b>	3:00 PM - 7:00 PM
<b>Admission Price:</b>	OCWS Members Only		
<b>Vehicle Parking Fee:</b>	No Charge (Private Event)	<b>Projected Attendance:</b>	130
Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Courtyard	05/10/2025 10:00 AM - 03:00 PM	Move In	Included
Courtyard	05/10/2025 03:00 PM - 07:00 PM	Event	525.00
		<b>Total:</b>	<b>525.00</b>
Hosting of this event in the above specified space, Courtyard, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.			
<b>Move out must be completed by 11:59 PM Saturday - May 10, 2025 to avoid additional charges.</b>			
Estimated Equipment Fees			
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>
Dumpster	Estimate 4	4.00 EA	20.00 EA
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR
Picnic Table (Rectangular & Round)	Estimate 15	15.00 EA	15.00 EA
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR
		<b>Total:</b>	<b>1,240.00</b>
Reimbursable Personnel and Services Fees			
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>
<b>Event Operations</b>			
<b>Set Up</b>			
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	34.00 HR
Grounds Attendant	Estimate 4 Hours	4.00 HR	29.00 HR
Electrician	Estimate 1 Hour	1.00 HR	72.50 HR
		<b>Total:</b>	<b>68.00</b>
<b>Clean Up</b>			
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	34.00 HR
Grounds Attendant	Estimate 4 Hours	4.00 HR	29.00 HR
Janitorial Attendant	Estimate 4 Hours	4.00 HR	29.00 HR
Electrician	Estimate 1 Hour	1.00 HR	72.50 HR
		<b>Total:</b>	<b>629.00</b>
Summary			
Facility Rental Total			\$525.00
Estimated Equipment, Reimbursable Personnel and Services Total			\$1,869.00
Refundable Deposit			\$200.00
		<b>Grand Total:</b>	<b>\$2,594.00</b>
Payment Schedule			
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>	
First Payment	Upon Signing	\$2,594.00	
	<b>Total:</b>	<b>\$2,594.00</b>	

# EXHIBIT A

## Event Information

**Please Remit Payment in \*Check Only\***

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

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

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **COVID GUIDELINES**

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

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

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

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

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

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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

# EXHIBIT A

## Event Information

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**July 26, 2025**

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

**See Exhibit A**

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

**Provident Bank Orange County - Fun Fest**

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

**\$1,312.00**

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

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

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

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

**Provident Savings Bank**  
**3756 Central Avenue**  
**Riverside, CA 92506**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Teresa Rogers, HR Receptionist**

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Provident Bank Orange County - Fun Fest	<b>Contract No:</b>	R-091-25 REVISED	
<b>Contact Person:</b>	Teresa Rogers	<b>Phone:</b>	(951) 686-6060 x15122	
<b>Event Date:</b>	07/26/2025	<b>Hours:</b>	11:00 AM - 9:00 PM	
<b>Admission Price:</b>	Group Order purchased through Tandem			
<b>Vehicle Parking Fee:</b>	\$15.00 General Parking	<b>Projected Attendance:</b>	300	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Saturday</b>				
Club OC Plaza Pacifica West	07/26/2025 11:00 AM - 03:00 PM	Event	500.00	
Club OC Plaza Pacifica West	07/26/2025 05:00 PM - 09:00 PM	Event	500.00	
<b>Note:</b> Fair opens at 11:00 AM			<b>Total:</b>	<b>1,000.00</b>
Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
<b>Guests from first session must leave by 3:00 PM Saturday - July 26, 2025.</b>				
<b>Move out must be completed by 9:00 PM Saturday - July 26, 2025 to avoid additional charges.</b>				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 4	4.00 EA	20.00 EA	80.00
			<b>Total:</b>	<b>80.00</b>
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Post Event Clean Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	29.00 HR	116.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	29.00 HR	116.00
<b>Insurance (see Exhibit B)</b>				
Special Event Liability Insurance (S.E.L.I.)	TBD	TBD EA	155.00 EA/DAY	TBD
			<b>Total:</b>	<b>232.00</b>
Summary				
Facility Rental Total			\$1,000.00	
Estimated Equipment, Reimbursable Personnel and Services Total			\$312.00	
			<b>Grand Total:</b>	<b>\$1,312.00</b>
Payment Schedule				
<u>Payment Schedule</u>		<u>Due Date</u>	<u>Amount</u>	
First Payment		Upon Signing	\$1,312.00	
			<b>Total:</b>	<b>\$1,312.00</b>

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **COVID GUIDELINES**

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

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

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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