

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

1 of 1

**NEW**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-008-25	Bonnier Corporation	Sand Sports Super Show	Consumer Show (CON)	Anaheim Building (#16); Costa Mesa Building (#10); Country Meadows; Crafters Village; Huntington Beach Building (#12); Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Park Plaza; Parking Lot I; Parking Lot J (FFZ); Parking Lot P; Plaza Pacifica; Santa Ana Pavilion (Parade of Products); South Lawn; The Hangar	09/15/25-09/22/25	\$212,109.00
R-019-25	Tex*us Guitar Shows, Inc.	SoCAL World Guitar Show	Consumer Show (CON)	The Hangar	09/12/25-09/15/25	\$20,192.00
R-025-25	SOCA Fights	Fight Club OC	Competition/Tournament (COM)	The Hangar	06/18/25-06/20/25	\$20,870.25
R-039-25	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10); Main Mall; Santa Ana Pavilion (Parade of Products)	08/27/25-09/01/25	\$66,695.50
R-040-25	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10); Main Mall; Santa Ana Pavilion (Parade of Products)	10/08/25-10/13/25	\$65,856.50
R-082-25	FJS Productions dba The Great Junk Hunt	The Great Junk Hunt	Consumer Show (CON)	Anaheim Building (#16); Los Alamitos Building (#14); OC Promenade (Span); The Hangar	11/13/25-11/15/25	\$58,048.50
R-096-25	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-099-25	Next Level HVAC Energy Management Systems	NXL Summer Picnic	Party (PAR)	Club OC Plaza Pacifica West	08/16/25-08/16/25	\$811.00
R-100-25	City of Costa Mesa	City of Costa Mesa 4th of July Celebration	Festival (FST)	Parking Lot A (South)	07/02/25-07/04/25	Payment - 28,507.50 In-Kind Trade - 32,400.00
R-105-25	Orange County Beekeeping Supplies and Hapa Honey	Beekeeping Meeting	Meeting/Seminar (MEE)	Silo Building	06/03/25-06/03/25	\$100.00
25 OC VA-01	Orange County Woodworkers Association	Fair	Woodworking Demonstrations	Los Alamitos Building	7/14-8/19/2025	In-Kind Trade
EQC-014-25	Tanaka Farms	Fair	Equine and Tanaka Farm Exhibit	TRCC	5/13-14/2025	In-Kind Trade

**AMENDMENTS**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-029-25 (Amend. #1)	American Consumer Shows, LLC	California Bridal & Wedding Expo <i>Amended: client removed one building</i>	Consumer Show (CON)	Costa Mesa Building (#10)	09/06/25-09/07/25	\$17,291.00

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-008-25**

DATE **May 15, 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 **Bonnier Corporation** 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 15 - 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:

#### Sand Sports Super Show

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

**\$212,109.00**

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.

**Bonnier Corporation**  
**480 North Orlando Avenue, Suite 236**  
**Winter Park, FL 32789**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Tracy Feinsilver, Vice President**  
**Operations**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Sand Sports Super Show	<b>Contract No:</b>	R-008-25
<b>Contact Person:</b>	Tracy Feinsilver	<b>Phone:</b>	(212) 779-5576
<b>Event Date:</b>	09/19/2025 - 09/21/2025	<b>Hours:</b>	Friday: 4:00 PM - 10:00 PM Saturday: 9:00 AM - 7:00 PM Sunday: 9:00 AM - 4:00 PM

<b>Admission Price:</b>	TBD	<b>Projected Attendance:</b>	35,000
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking		

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Anaheim Building (#16)	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Country Meadows	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Crafters Village	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Park Plaza	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot J	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot P	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Plaza Pacifica	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
South Lawn	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/15/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
<b>Tuesday</b>			
Anaheim Building (#16)	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Country Meadows	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Crafters Village	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Park Plaza	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot J	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot P	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Plaza Pacifica	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
South Lawn	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/16/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
<b>Wednesday</b>			
Anaheim Building (#16)	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Country Meadows	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Crafters Village	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee

# EXHIBIT A

Event Information			
Los Alamitos Building (#14)	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Park Plaza	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot J	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot P	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Plaza Pacifica	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
South Lawn	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/17/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
<b>Thursday</b>			
Anaheim Building (#16)	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Country Meadows	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Crafters Village	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Park Plaza	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot J	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot P	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Plaza Pacifica	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
South Lawn	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/18/2025 06:00 AM - 11:00 PM	Move In	*See Facility Fee
<b>Friday</b>			
Anaheim Building (#16)	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
Country Meadows	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
Crafters Village	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
Huntington Beach Building (#12)	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
Los Alamitos Building (#14)	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
Main Mall	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
OC Promenade (Span)	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
Park Plaza	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
Parking Lot I	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
Parking Lot J	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
Parking Lot P	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
Plaza Pacifica	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
South Lawn	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
The Hangar	09/19/2025 04:00 PM - 10:00 PM	Event	*See Facility Fee
<b>Saturday</b>			
Anaheim Building (#16)	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee

# EXHIBIT A

Event Information			
Country Meadows	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
Crafters Village	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
Huntington Beach Building (#12)	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
Los Alamitos Building (#14)	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
Main Mall	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
OC Promenade (Span)	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
Park Plaza	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
Parking Lot I	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
Parking Lot J	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
Parking Lot P	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
Plaza Pacifica	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
South Lawn	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
The Hangar	09/20/2025 09:00 AM - 07:00 PM	Event	*See Facility Fee
<b>Sunday</b>			
Anaheim Building (#16)	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
Country Meadows	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
Crafters Village	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
Huntington Beach Building (#12)	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
Los Alamitos Building (#14)	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
Main Mall	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
OC Promenade (Span)	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
Park Plaza	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
Parking Lot I	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
Parking Lot J	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
Parking Lot P	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
Plaza Pacifica	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
South Lawn	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
The Hangar	09/21/2025 09:00 AM - 04:00 PM	Event	*See Facility Fee
<b>Monday</b>			
Anaheim Building (#16)	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
Costa Mesa Building (#10)	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
Country Meadows	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
Crafters Village	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
Huntington Beach Building (#12)	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
Los Alamitos Building (#14)	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
Main Mall	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
OC Promenade (Span)	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
Park Plaza	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
Parking Lot I	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
Parking Lot J	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
Parking Lot P	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
Plaza Pacifica	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
South Lawn	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee
The Hangar	09/22/2025 06:00 AM - 11:59 PM	Move Out	*See Facility Fee

# EXHIBIT A

## Event Information

**Total: \*See Facility Fee**

**\*Facility Rental Fee - - - OC FEC shall retain twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and eighteen (18%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000) from the Sand Sports Super Show.**

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

**Move out must be completed by 11:59 PM Monday - September 22, 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	Estimate 80	80.00 EA	25.00 EA	2,000.00
30 Amp Drop	TBD	TBD EA	50.00 EA	TBD
50 Amp Drop	Estimate 15	15.00 EA	70.00 EA	1,050.00
100 Amp Drop	Estimate 5	5.00 EA	180.00 EA	900.00
200 Amp Drop	Estimate 5	5.00 EA	360.00 EA	1,800.00
400 Amp Drop	TBD	TBD EA	720.00 EA	TBD
40 Yard Dumpster	Estimate 15	15.00 EA	232.00 EA	3,480.00
A-Frame	Estimate 20	20.00 EA	15.00 EA	300.00
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Barricade (Plastic)	Estimate 85	85.00 EA	15.00 EA	1,275.00
Bench (Metal)	Estimate 12	12.00 EA	15.00 EA	180.00
Cable Ramp	Estimate 200	200.00 EA	15.00 EA	3,000.00
Chair (Individual)	Estimate 30	30.00 EA	2.50 EA	75.00
Cube Tower	Estimate 4	4.00 EA	100.00 EA	400.00
Dumpster	TBD	TBD EA	20.00 EA	TBD
Electrical Splitter Box	Estimate 142	142.00 EA	55.00 EA	7,810.00
Electrical Usage Rate	Estimate Only	1.00 EA	4,800.00 EVT	4,800.00
Forklift	Estimate 110 Hours	110.00 HR	75.00 HR	8,250.00
Forklift (40 Yard Dumpster)	Estimate 53 Hours	53.00 HR	75.00 HR	3,975.00
Hang Tag - 3 Day	Estimate 935	935.00 EA	18.00 EA	16,830.00
Man Lift	TBD	TBD EA	75.00 EA	TBD
Marquee Board (4 Consecutive Weeks)	08/25/2025 - 09/21/2025	4.00 WK	Included	Included
Overall Public Address System	09/19/2025 - 09/21/2025	1.00 EA	250.00 EA/DAY	750.00
Picnic Table (Rectangular & Round)	Estimate 50	50.00 EA	15.00 EA	750.00
Portable Electronic Message Board	09/19/2025 - 09/21/2025	3.00 EA	75.00 EA/DAY	675.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD EA	300.00 EA/DAY	TBD
Public Address System (Per Building)	09/19/2025 - 09/21/2025	1.00 EA	75.00 EA/DAY	225.00
Roller w/Operator	TBD	TBD HR	75.00 HR	TBD
RV Camping (Campground)	TBD (2024 = 402 EA)	TBD EA	45.00 EA	TBD
Scissor Lift	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Signage Pole	Estimate 6	6.00 EA	75.00 EA	450.00
Stanchion	Estimate 175	175.00 EA	5.00 EA	875.00
Sweeper (In-House)	Estimate 32 Hours	32.00 HR	75.00 HR	2,400.00
Ticket Booth (Double Window)	Estimate 6	6.00 EA	100.00 EA	600.00
Tonnage Weight (40 Yard Dumpster)	Estimate 30 Tons	30.00 TON	80.00 TON	2,400.00
Traffic Cone	Estimate 200	200.00 EA	2.50 EA	500.00
Trussing Unit	TBD	TBD EA	100.00 EA	TBD
Umbrella w/Stand	Estimate 50	50.00 EA	15.00 EA	750.00
Yellow Bollard	TBD	TBD EA	15.00 EA	TBD

**Total: 67,400.00**

# EXHIBIT A

Event Information						
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Admissions/Parking Sales</u>						
Ticket Auditor	Estimate 13 Hours	13.00	HR	29.00	HR	377.00
<u>Event Operations</u>						
<u>Set Up</u>						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	34.00	HR	544.00
Grounds Attendant	Estimate 91 Hours	91.00	HR	29.00	HR	2,639.00
Janitorial Attendant	Estimate 75 Hours	75.00	HR	29.00	HR	2,175.00
Electrician	Estimate 135 Hours	135.00	HR	72.50	HR	9,787.50
Plumber	Estimate 24 Hours	24.00	HR	72.50	HR	1,740.00
<u>Event Day</u>						
Grounds Attendant Lead	09/19/2025 02:00PM - 11:00PM	1.00	EA	34.00	HR	306.00
Grounds Attendant	09/19/2025 02:00PM - 11:00PM	7.00	EA	29.00	HR	1,827.00
Janitorial Attendant Lead	09/19/2025 02:00PM - 11:00PM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	09/19/2025 02:00PM - 11:00PM	26.00	EA	29.00	HR	6,786.00
Electrician	09/19/2025 03:00PM - 10:00PM	1.00	EA	72.50	HR	507.50
Plumber	09/19/2025 03:00PM - 10:00PM	1.00	EA	72.50	HR	507.50
Grounds Attendant Lead	09/20/2025 08:00AM - 08:00PM	1.00	EA	34.00	HR	408.00
Grounds Attendant	09/20/2025 08:00AM - 08:00PM	7.00	EA	29.00	HR	2,436.00
Janitorial Attendant Lead	09/20/2025 08:00AM - 08:00PM	1.00	EA	34.00	HR	408.00
Janitorial Attendant	09/20/2025 08:00AM - 08:00PM	26.00	EA	29.00	HR	9,048.00
Electrician	09/20/2025 08:00AM - 07:00PM	1.00	EA	72.50	HR	797.50
Plumber	09/20/2025 08:00AM - 07:00PM	1.00	EA	72.50	HR	797.50
Grounds Attendant Lead	09/21/2025 08:00AM - 05:00PM	1.00	EA	34.00	HR	306.00
Grounds Attendant	09/21/2025 08:00AM - 05:00PM	7.00	EA	29.00	HR	1,827.00
Janitorial Attendant Lead	09/21/2025 08:00AM - 05:00PM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	09/21/2025 08:00AM - 05:00PM	26.00	EA	29.00	HR	6,786.00
Electrician	09/21/2025 08:00AM - 04:00PM	1.00	EA	72.50	HR	580.00
Plumber	09/21/2025 08:00AM - 04:00PM	1.00	EA	72.50	HR	580.00
<u>Clean Up</u>						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	34.00	HR	544.00
Grounds Attendant	Estimate 89 Hours	89.00	HR	29.00	HR	2,581.00
Janitorial Attendant	Estimate 40 Hours	40.00	HR	29.00	HR	1,160.00
Electrician	Estimate 97 Hours	97.00	HR	72.50	HR	7,032.50
Plumber	Estimate 16 Hours	16.00	HR	72.50	HR	1,160.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	09/19/2025 03:00PM - 11:00PM	1.00	EA	56.00	HR	448.00
Event Coordinator	09/20/2025 08:00AM - 08:00PM	1.00	EA	56.00	HR	672.00
Event Coordinator	09/21/2025 08:00AM - 05:00PM	1.00	EA	56.00	HR	504.00
<u>Parking</u>						
<u>Set Up</u>						
Parking Attendant Lead	09/17/2025 06:00AM - 10:00PM	2.00	EA	34.00	HR	1,088.00
Parking Attendant	09/17/2025 06:00AM - 10:00PM	5.00	EA	29.00	HR	2,320.00
Parking Attendant Lead	09/18/2025 06:00AM - 05:00PM	2.00	EA	34.00	HR	748.00



# EXHIBIT A

Event Information						
Parking Attendant	09/18/2025 06:00AM - 05:00PM	5.00	EA	29.00	HR	1,595.00
<b>Clean Up</b>						
Parking Attendant	09/22/2025 04:00PM - 06:00PM	4.00	EA	29.00	HR	232.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant Lead	09/19/2025 02:00PM - 11:00PM	1.00	EA	34.00	HR	306.00
Security Attendant Lead	09/20/2025 07:00AM - 08:00PM	1.00	EA	34.00	HR	442.00
Security Attendant Lead	09/21/2025 07:00AM - 05:00PM	1.00	EA	34.00	HR	340.00
<b><u>Technology</u></b>						
CAD Services	Estimate 21 Hours	21.00	HR	56.00	HR	1,176.00
Creative Services	TBD	TBD	HR	56.00	HR	TBD
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Orange County Sheriff Services	09/19/2025 Estimate Only	1.00	EA	5,000.00	EVT	5,000.00
Orange County Sheriff Services	09/20/2025 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
Orange County Sheriff Services	09/21/2025 Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	6.00	HR	263.00	HR	1,578.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	12,900.00	EVT	12,900.00
<b>Total:</b>						<b>104,709.00</b>

## Summary

Facility Rental Total	*% of Gross
Facility Fees Advance	\$30,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$172,109.00
Refundable Deposit	\$10,000.00
<b>Grand Total:</b>	<b>\$212,109.00</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Upon Signing</i>	\$60,703.00
Second Payment	06/20/2025	\$60,703.00
Third Payment	07/21/2025	\$60,703.00
Fourth Payment*	08/21/2025	\$30,000.00
Final Payment**	09/26/2025	TBD
<b>Total:</b>		<b>\$212,109.00</b>

\*Facility Fees Advance

\*\*Final payment of Facility Fee TBD based on 2025 Gross Admissions Revenue.

# 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.

### **ADMISSIONS REQUIREMENTS**

#### **Pre Event**

On **Thursday - September 18, 2025** (prior to the Sand Sports Super Show opening day), OCFEC staff auditors shall receive an online ticket report for all presale and online ticket sales.

#### **Event Days**

On **Friday - September 19, 2025** through **Sunday - September 21, 2025** OCFEC staff auditors shall receive a daily and event-to-date report at the conclusion of each event day.

Final cumulative report is to be submitted to OCFEC on **Sunday - September 21, 2025** at the conclusion of the event.

#### **Facility Rental Fee**

\$30,000 partial payment of Gross Admissions percentage-based Facility Fee is due no later than **Thursday - September 18, 2025**. Final payment of the Gross Admissions Facility Fee balance is due no later than **Friday - September 26, 2025**. Payment is to be submitted by Cashier's Check or Bank Wire.

### **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**

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. Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal.

### **COVID GUIDELINES**

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

### **DRONES**

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

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

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

# 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/wpcontent/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

### **FACILITY RENTAL FEE**

OCFEC shall retain twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and eighteen percent (18%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000) from the Sand Sports Super Show. Bonnier Corporation guarantees OCFEC a minimum of \$75,000 in Gross Admissions Revenue if percentage calculation yields less than a \$75,000 share. Notwithstanding, OCFEC's guaranteed share of total Gross Admissions Revenue shall be the greater of the above percentage calculation yield or the \$75,000 minimum.

OCFEC shall receive \$30,000 of Gross Admissions Revenue in advance of event opening, per the below outlined payment schedule, to cover partial Facility Rental Fees. Scheduled payment of same will be applied toward OCFEC's guaranteed share of Gross Admissions Revenue. Balance of OCFEC's total guaranteed Gross Admissions Revenue share will be collected at final settlement.

### **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 or can containers must be poured into disposable cups.**

### **RIGGING**

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

### **SECURITY**

Security staffing requirements are subject to change at the discretion of the OCFEC Security Department. **No armed security is allowed on site**, with the exception of the Orange County Sheriffs. Security plan must be submitted to OCFEC Safety and Security by **Tuesday - September 2, 2025** for review and approval.

### **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 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, Bonnier Corporation must comply with request.**

### **STATE FIRE MARSHAL**

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

### **TEMPORARY STRUCTURES**

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

### **TENT STAKING**

Placement of tent stakes must be approved by the OCFEC Facilities/Maintenance Department to avoid hitting infrastructure located underground. Please contact your Event Coordinator to make arrangements.

FORM F-31

AGREEMENT NO. **R-019-25**

REVIEWED \_\_\_\_\_

DATE **May 14, 2025**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**September 12 - 15, 2025**

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

#### **See Exhibit A**

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

#### **SoCAL World Guitar Show**

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

**\$20,192.00**

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.

**Tex\*us Guitar Shows, Inc.**  
**P.O. Box 999**  
**Sperry, OK 74073**

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

By:\_\_\_\_\_Date:\_\_\_\_\_  
**Title: Larry Briggs, Promoter**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	SoCAL World Guitar Show	<b>Contract No:</b>	R-019-25	
<b>Contact Person:</b>	Larry Briggs	<b>Phone:</b>	(918) 288-2222	
<b>Event Date:</b>	09/13/2025 - 09/14/2025	<b>Hours:</b>	Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM	

<b>Admission Price:</b>	\$20.00	<b>Projected Attendance:</b>	800
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	09/12/2025 06:00 AM - 10:00 PM	Move In	2,012.50
<b>Saturday</b>			
The Hangar	09/13/2025 10:00 AM - 05:00 PM	Event	4,025.00
<b>Sunday</b>			
The Hangar	09/14/2025 10:00 AM - 04:00 PM	Event	4,025.00
<b>Monday</b>			
The Hangar	09/15/2025 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>10,062.50</b>

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

Move out must be completed by 11:59 AM Monday - September 15, 2025 to avoid additional charges.

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 6	6.00 EA	20.00 EA	120.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	850.00 EVT	850.00
Marquee Board	09/08/2025 - 09/14/2025	1.00 WK	Included	Included
Portable Electronic Message Board	09/13/2025 - 09/14/2025	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	09/13/2025 - 09/14/2025	1.00 EA	75.00 EA/DAY	150.00
Stanchion	Estimate 18	18.00 EA	5.00 EA	90.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
<b>Total:</b>				<b>1,735.00</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 9 Hours	9.00 HR	29.00 HR	261.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	29.00 HR	174.00
Electrician	Estimate 1 Hour	1.00 HR	72.50 HR	72.50
<b>Event Day</b>				
Grounds Attendant Lead	09/13/2025 09:00AM - 06:00PM	1.00 EA	34.00 HR	306.00
Grounds Attendant	09/13/2025 09:00AM - 06:00PM	1.00 EA	29.00 HR	261.00
Janitorial Attendant	09/13/2025 09:00AM - 06:00PM	2.00 EA	29.00 HR	522.00
Grounds Attendant Lead	09/14/2025 09:00AM - 05:00PM	1.00 EA	34.00 HR	272.00
Grounds Attendant	09/14/2025 09:00AM - 05:00PM	1.00 EA	29.00 HR	232.00
Janitorial Attendant	09/14/2025 09:00AM - 05:00PM	2.00 EA	29.00 HR	464.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 3 Hours	3.00	HR	34.00	HR	102.00
Grounds Attendant	Estimate 3 Hours	3.00	HR	29.00	HR	87.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00
Electrician	Estimate 1 Hour	1.00	HR	72.50	HR	72.50

### Event Sales & Services

Event Coordinator	09/13/2025 09:00AM - 06:00PM	1.00	EA	56.00	HR	504.00
Event Coordinator	09/14/2025 09:00AM - 05:00PM	1.00	EA	56.00	HR	448.00

### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00

### Safety & Security

Security Attendant	09/13/2025 09:00AM - 05:30PM	3.00	EA	29.00	HR	739.50
Security Attendant	09/14/2025 09:00AM - 04:30PM	3.00	EA	29.00	HR	652.50

### Technology

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

### Outside Services

Emergency Medical Services	09/13/2025 09:30AM - 05:30PM	1.00	EA	34.00	HR	272.00
Emergency Medical Services	09/14/2025 09:30AM - 04:30PM	1.00	EA	34.00	HR	238.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

### Insurance

S.E.L.I. Insurance	09/13/2025 - 09/14/2025	1.00	EA	155.00	EA/DAY	310.00
--------------------	-------------------------	------	----	--------	--------	--------

(Includes coverage for Move In/ Move Out period listed on Rental Agreement)

**Total: 7,394.50**

### Summary

Facility Rental Total	\$10,062.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,129.50
Refundable Deposit	\$1,000.00

**Grand Total: \$20,192.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$10,096.00
Second Payment	08/12/2025	\$10,096.00
<b>Total:</b>		<b>\$20,192.00</b>

Please Remit Payment in \*Check Only\*

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

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



# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **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, Tex\*us Guitar Shows, Inc. must comply with request.**

# EXHIBIT A

## Event Information

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. Tex\*us Guitar Shows, Inc. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Tex\*us Guitar Shows, Inc. must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-025-25**

REVIEWED \_\_\_\_\_

DATE **June 6, 2025**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **SOCA Fights** 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 18 - 19, 2025**

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

**See Exhibit A**

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

**Fight 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:

**\$20,870.25**

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

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter 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.

**SOCA Fights  
P.O. Box 10205  
Newport Beach, CA 92658**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Roy Englebrecht, Promoter**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Fight Club OC	<b>Contract No:</b>	R-025-25	
<b>Contact Person:</b>	Roy Englebrecht	<b>Phone:</b>	(949) 235-6155	
<b>Event Date:</b>	06/19/2025	<b>Hours:</b>	<b>Happy Hour (Baja Grill):</b>	5:30 PM - 6:30 PM
			<b>Doors:</b>	6:00 PM
<b>Admission Price:</b>	Adult: \$40.00 - \$80.00		<b>Event:</b>	7:00 PM - 10:00 PM
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking	<b>Projected Attendance:</b>	1,200	

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	06/18/2025 06:00 AM - 11:59 PM	Move In	600.00
<b>Thursday</b>			
The Hangar	06/19/2025 05:30 PM - 10:00 PM	Event	2,825.00
<b>Total:</b>			<b>3,425.00</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 PM Thursday - June 19, 2025 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	06/19/2025	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,050	1,050.00	EA	2.00	EA	2,100.00
Dumpster	Estimate 6	6.00	EA	20.00	EA	120.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
EVOLV - Weapon Detection System	06/19/2025	1.00	EA	800.00	EA/DAY	800.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Hang Tag - 1 Day	TBD	TBD	EA	6.00	EA	TBD
Man Lift (Banners)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	Not Available	N/A		N/A		N/A
Portable Electronic Message Board	06/19/2025	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	06/19/2025	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift (Production)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 45	45.00	EA	1.00	EA	45.00
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
<b>Total:</b>						<b>8,055.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Electrician	Estimate 2 Hours	2.00	HR	72.50	HR	145.00

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	06/19/2025 05:30PM - 10:00PM	1.00	EA	34.00	HR	153.00
Grounds Attendant	06/19/2025 05:30PM - 10:00PM	2.00	EA	29.00	HR	261.00
Janitorial Attendant	06/19/2025 05:30PM - 10:00PM	2.00	EA	29.00	HR	261.00
Electrician	06/19/2025 05:30PM - 10:00PM	1.00	EA	72.50	HR	326.25

### Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	34.00	HR	170.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	29.00	HR	406.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	29.00	HR	116.00
Electrician	Estimate 2 Hours	2.00	HR	72.50	HR	145.00

### Event Sales & Services

Event Coordinator	06/19/2025 05:30PM - 10:00PM	1.00	EA	56.00	HR	252.00
-------------------	------------------------------	------	----	-------	----	--------

### Parking

Parking Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00
-------------------	------------------	------	----	-------	----	--------

### Safety & Security

Security Attendant Lead	06/19/2025 06:15PM - 10:45PM	1.00	EA	34.00	HR	153.00
Security Attendant	06/19/2025 04:30PM - 09:00PM	2.00	EA	29.00	HR	261.00
Security Attendant	06/19/2025 06:15PM - 10:45PM	5.00	EA	29.00	HR	652.50

### Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	56.00	HR	56.00
----------------------	-----------------	------	----	-------	----	-------

### Outside Services

Orange County Sheriff Services	Estimate Only	1.00	EA	4,200.00	EVT	4,200.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 8,590.25**

### Summary

Facility Rental Total	\$3,425.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$16,645.25
Refundable Deposit	\$500.00

**Grand Total: \$20,570.25**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$10,285.25
Second Payment	06/12/2025	\$10,285.00

**Total: \$20,570.25**

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.

### **BOOKING PROTECTION**

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2025 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

### **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.

### **CHAIRS**

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

### **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>

### **FUTURE TERMS**

Future terms and agreements subject to change.

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

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

### **PARKING PASS LIST**

Event Producer will provide a Parking Pass List for Gate 4. Each name on the list will be charged back to the Event Producer at \$6.00 per name. The Parking Pass List will only be accepted at Gate 4.

### **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, SOCA Fights must comply with request.**

### STATE FIRE MARSHAL

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



FORM F-31

AGREEMENT NO. **R-039-25**

REVIEWED \_\_\_\_\_

DATE **May 28, 2025**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**August 27 - September 1, 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:

**Gem Faire**

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

**\$66,695.50**

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.

**Gem Faire, Inc.  
P.O. Box 55337  
Portland, OR 97238**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Allen Van Volkinburgh, Manager**

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

# EXHIBIT A

Event Information				
Event Name:	Gem Faire	Contract No:	R-039-25	
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300	
Event Date:	08/29/2025 - 08/31/2025	Hours:	Friday Wholesale:	10:00 AM - 12:00 PM
			Friday:	12:00 PM - 6:00 PM
			Saturday:	10:00 AM - 6:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online)		Sunday:	10:00 AM - 5:00 PM
	Child: Under 12 Free			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	4,500	

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)	08/27/2025 08:00 AM - 08:00 PM	Move In	2,412.50	
¼ Main Mall	08/27/2025 08:00 AM - 08:00 PM	Move In	243.75	
Santa Ana Pavilion (Parade of Products)	08/27/2025 08:00 AM - 08:00 PM	Move In	1,212.50	
<b>Thursday</b>				
Costa Mesa Building (#10)	08/28/2025 08:00 AM - 08:00 PM	Move In	2,412.50	
¼ Main Mall	08/28/2025 08:00 AM - 08:00 PM	Move In	243.75	
Santa Ana Pavilion (Parade of Products)	08/28/2025 08:00 AM - 08:00 PM	Move In	1,212.50	
<b>Friday</b>				
Costa Mesa Building (#10)	08/29/2025 10:00 AM - 06:00 PM	Event	4,825.00	
¼ Main Mall	08/29/2025 10:00 AM - 06:00 PM	Event	487.50	
Santa Ana Pavilion (Parade of Products)	08/29/2025 10:00 AM - 06:00 PM	Event	2,425.00	
<b>Saturday</b>				
Costa Mesa Building (#10)	08/30/2025 10:00 AM - 06:00 PM	Event	4,825.00	
¼ Main Mall	08/30/2025 10:00 AM - 06:00 PM	Event	487.50	
Santa Ana Pavilion (Parade of Products)	08/30/2025 10:00 AM - 06:00 PM	Event	2,425.00	
<b>Sunday</b>				
Costa Mesa Building (#10)	08/31/2025 10:00 AM - 05:00 PM	Event	4,825.00	
¼ Main Mall	08/31/2025 10:00 AM - 05:00 PM	Event	487.50	
Santa Ana Pavilion (Parade of Products)	08/31/2025 10:00 AM - 05:00 PM	Event	2,425.00	
<b>Monday</b>				
Costa Mesa Building (#10)	09/01/2025 08:00 AM - 12:00 PM	Move Out	No Charge	
¼ Main Mall	09/01/2025 08:00 AM - 12:00 PM	Move Out	No Charge	
Santa Ana Pavilion (Parade of Products)	09/01/2025 08:00 AM - 12:00 PM	Move Out	No Charge	

**Total: 30,950.00**

Hosting of this event in the above specified spaces, Costa Mesa Building, ¼ Main Mall 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.

**Move out must be completed by 12:00 PM Monday - September 1, 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 10	10.00	EA	70.00	EA	700.00
Barricade (Metal)	Estimate 55	55.00	EA	15.00	EA	825.00
Cable Ramp	Estimate 6	6.00	EA	15.00	EA	90.00
Dumpster	Estimate 38	38.00	EA	20.00	EA	760.00
Electrical Splitter Box	Estimate 23	23.00	EA	55.00	EA	1,265.00
Electrical Usage Rate	Estimate Only	1.00	EA	3,400.00	EVT	3,400.00

# EXHIBIT A

Event Information						
Forklift	Estimate 11 Hours	11.00	HR	75.00	HR	825.00
Man Lift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Marquee Board	08/04/2025 - 08/31/2025	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	08/29/2025 - 08/31/2025	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	08/29/2025 - 08/31/2025	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00

**Total: 10,640.00**

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
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
Electrician	Estimate 11 Hours	11.00	HR	72.50	HR	797.50
<b>Event Day</b>						
Grounds Attendant Lead	08/29/2025 09:00AM - 06:00PM	1.00	EA	34.00	HR	306.00
Grounds Attendant	08/29/2025 09:00AM - 06:00PM	2.00	EA	29.00	HR	522.00
Janitorial Attendant	08/29/2025 09:00AM - 06:00PM	2.00	EA	29.00	HR	522.00
Grounds Attendant Lead	08/30/2025 09:00AM - 06:00PM	1.00	EA	34.00	HR	306.00
Grounds Attendant	08/30/2025 09:00AM - 06:00PM	2.00	EA	29.00	HR	522.00
Janitorial Attendant	08/30/2025 09:00AM - 06:00PM	2.00	EA	29.00	HR	522.00
Grounds Attendant Lead	08/31/2025 09:00AM - 05:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	08/31/2025 09:00AM - 05:00PM	2.00	EA	29.00	HR	464.00
Janitorial Attendant	08/31/2025 09:00AM - 05:00PM	2.00	EA	29.00	HR	464.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	51.00	HR*	255.00
Grounds Attendant	Estimate 17 Hours	17.00	HR	43.50	HR*	739.50
Janitorial Attendant	Estimate 10 Hours	10.00	HR	43.50	HR*	435.00
Electrician	Estimate 10 Hours	10.00	HR	108.75	HR*	1,087.50
<u>Event Sales &amp; Services</u>						
Event Coordinator	08/29/2025 09:00AM - 06:00PM	1.00	EA	56.00	HR	504.00
Event Coordinator	08/30/2025 09:00AM - 06:00PM	1.00	EA	56.00	HR	504.00
Event Coordinator	08/31/2025 09:00AM - 05:00PM	1.00	EA	56.00	HR	448.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	34.00	HR	306.00
Parking Attendant	Estimate 18 Hours	18.00	HR	29.00	HR	522.00
<u>Safety &amp; Security</u>						
Security Attendant	08/28/2025 09:45AM - 06:00PM	4.00	EA	29.00	HR	957.00
Security Attendant - Overnight	08/28/2025 06:00PM - 07:00AM	2.00	EA	29.00	HR	754.00
Security Attendant Lead	08/29/2025 09:00AM - 06:30PM	1.00	EA	34.00	HR	323.00
Security Attendant - Daytime	08/29/2025 07:00AM - 12:00PM	2.00	EA	29.00	HR	290.00

# EXHIBIT A

Event Information							
Security Attendant - Daytime	08/29/2025 09:00AM - 06:30PM	4.00	EA	29.00	HR	1,102.00	
Security Attendant - Daytime	08/29/2025 10:00AM - 06:30PM	4.00	EA	29.00	HR	986.00	
Security Attendant - Overnight	08/29/2025 06:00PM - 07:00AM	2.00	EA	29.00	HR	754.00	
Security Attendant Lead	08/30/2025 09:00AM - 06:30PM	1.00	EA	34.00	HR	323.00	
Security Attendant - Daytime	08/30/2025 07:00AM - 12:00PM	1.00	EA	29.00	HR	145.00	
Security Attendant - Daytime	08/30/2025 09:00AM - 06:30PM	4.00	EA	29.00	HR	1,102.00	
Security Attendant - Daytime	08/30/2025 10:00AM - 06:30PM	4.00	EA	29.00	HR	986.00	
Security Attendant - Overnight	08/30/2025 06:00PM - 07:00AM	2.00	EA	29.00	HR	754.00	
Security Attendant Lead	08/31/2025 09:00AM - 05:30PM	1.00	EA	34.00	HR	289.00	
Security Attendant - Daytime	08/31/2025 07:00AM - 12:00PM	1.00	EA	29.00	HR	145.00	
Security Attendant - Daytime	08/31/2025 09:00AM - 05:30PM	4.00	EA	29.00	HR	986.00	
Security Attendant - Daytime	08/31/2025 10:00AM - 05:30PM	4.00	EA	29.00	HR	870.00	
Security Attendant	08/31/2025 04:00PM - 09:00PM	4.00	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	08/29/2025 09:30AM - 06:30PM	2.00	EA	34.00	HR	612.00	
Emergency Medical Services	08/30/2025 09:30AM - 06:30PM	2.00	EA	34.00	HR	612.00	
Emergency Medical Services	08/31/2025 09:30AM - 05:30PM	2.00	EA	34.00	HR	544.00	
Orange County Sheriff Services	Estimate Only	1.00	EA	1,100.00	EVT	1,100.00	
<b>*State Holiday Rates</b>					<b>Total:</b>	<b>24,305.50</b>	
<b>Summary</b>							
Facility Rental Total						\$30,950.00	
Estimated Equipment, Reimbursable Personnel and Services Total						\$34,945.50	
Refundable Deposit						\$800.00	
<b>Grand Total:</b>						<b>\$66,695.50</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			\$66,695.50	
<b>Total:</b>						<b>\$66,695.50</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.

# EXHIBIT A

## Event Information

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### COVID GUIDELINES

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-040-25**

REVIEWED \_\_\_\_\_

DATE **May 30, 2025**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**October 8 - 13, 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:

**Gem Faire**

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

**\$65,856.50**

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.

**Gem Faire, Inc.  
P.O. Box 55337  
Portland, OR 97238**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Allen Van Volkinburgh, Manager**

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



# EXHIBIT A

Event Information				
Event Name:	Gem Faire	Contract No:	R-040-25	
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300	
Event Date:	10/10/2025 - 10/12/2025	Hours:	Friday Wholesale:	10:00 AM - 12:00 PM
			Friday:	12:00 PM - 6:00 PM
			Saturday:	10:00 AM - 6:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online)		Sunday:	10:00 AM - 5:00 PM
	Child: Under 12 Free			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	4,500	

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)	10/08/2025 08:00 AM - 08:00 PM	Move In	2,412.50	
¼ Main Mall	10/08/2025 08:00 AM - 08:00 PM	Move In	243.75	
Santa Ana Pavilion (Parade of Products)	10/08/2025 08:00 AM - 08:00 PM	Move In	1,212.50	
<b>Thursday</b>				
Costa Mesa Building (#10)	10/09/2025 08:00 AM - 08:00 PM	Move In	2,412.50	
¼ Main Mall	10/09/2025 08:00 AM - 08:00 PM	Move In	243.75	
Santa Ana Pavilion (Parade of Products)	10/09/2025 08:00 AM - 08:00 PM	Move In	1,212.50	
<b>Friday</b>				
Costa Mesa Building (#10)	10/10/2025 10:00 AM - 06:00 PM	Event	4,825.00	
¼ Main Mall	10/10/2025 10:00 AM - 06:00 PM	Event	487.50	
Santa Ana Pavilion (Parade of Products)	10/10/2025 10:00 AM - 06:00 PM	Event	2,425.00	
<b>Saturday</b>				
Costa Mesa Building (#10)	10/11/2025 10:00 AM - 06:00 PM	Event	4,825.00	
¼ Main Mall	10/11/2025 10:00 AM - 06:00 PM	Event	487.50	
Santa Ana Pavilion (Parade of Products)	10/11/2025 10:00 AM - 06:00 PM	Event	2,425.00	
<b>Sunday</b>				
Costa Mesa Building (#10)	10/12/2025 10:00 AM - 05:00 PM	Event	4,825.00	
¼ Main Mall	10/12/2025 10:00 AM - 05:00 PM	Event	487.50	
Santa Ana Pavilion (Parade of Products)	10/12/2025 10:00 AM - 05:00 PM	Event	2,425.00	
<b>Monday</b>				
Costa Mesa Building (#10)	10/13/2025 08:00 AM - 12:00 PM	Move Out	No Charge	
¼ Main Mall	10/13/2025 08:00 AM - 12:00 PM	Move Out	No Charge	
Santa Ana Pavilion (Parade of Products)	10/13/2025 08:00 AM - 12:00 PM	Move Out	No Charge	

**Total: 30,950.00**

Hosting of this event in the above specified spaces, Costa Mesa Building, ¼ Main Mall 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 insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

**Move out must be completed by 12:00 PM Monday - October 13, 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 10	10.00	EA	70.00	EA	700.00
Barricade (Metal)	Estimate 55	55.00	EA	15.00	EA	825.00
Cable Ramp	Estimate 6	6.00	EA	15.00	EA	90.00
Dumpster	Estimate 38	38.00	EA	20.00	EA	760.00
Electrical Splitter Box	Estimate 23	23.00	EA	55.00	EA	1,265.00
Electrical Usage Rate	Estimate Only	1.00	EA	3,400.00	EVT	3,400.00

# EXHIBIT A

Event Information						
Forklift	Estimate 11 Hours	11.00	HR	75.00	HR	825.00
Man Lift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Marquee Board	09/15/2025 - 10/12/2025	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	10/10/2025 - 10/12/2025	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	10/10/2025 - 10/12/2025	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Total:						10,640.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
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
Electrician	Estimate 11 Hours	11.00	HR	72.50	HR	797.50
<b>Event Day</b>						
Grounds Attendant Lead	10/10/2025 09:00AM - 06:00PM	1.00	EA	34.00	HR	306.00
Grounds Attendant	10/10/2025 09:00AM - 06:00PM	2.00	EA	29.00	HR	522.00
Janitorial Attendant	10/10/2025 09:00AM - 06:00PM	2.00	EA	29.00	HR	522.00
Grounds Attendant Lead	10/11/2025 09:00AM - 06:00PM	1.00	EA	34.00	HR	306.00
Grounds Attendant	10/11/2025 09:00AM - 06:00PM	2.00	EA	29.00	HR	522.00
Janitorial Attendant	10/11/2025 09:00AM - 06:00PM	2.00	EA	29.00	HR	522.00
Grounds Attendant Lead	10/12/2025 09:00AM - 05:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	10/12/2025 09:00AM - 05:00PM	2.00	EA	29.00	HR	464.00
Janitorial Attendant	10/12/2025 09:00AM - 05:00PM	2.00	EA	29.00	HR	464.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	34.00	HR	170.00
Grounds Attendant	Estimate 17 Hours	17.00	HR	29.00	HR	493.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	29.00	HR	290.00
Electrician	Estimate 10 Hours	10.00	HR	72.50	HR	725.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	10/10/2025 09:00AM - 06:00PM	1.00	EA	56.00	HR	504.00
Event Coordinator	10/11/2025 09:00AM - 06:00PM	1.00	EA	56.00	HR	504.00
Event Coordinator	10/12/2025 09:00AM - 05:00PM	1.00	EA	56.00	HR	448.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	34.00	HR	306.00
Parking Attendant	Estimate 18 Hours	18.00	HR	29.00	HR	522.00
<u>Safety &amp; Security</u>						
Security Attendant	10/09/2025 09:45AM - 06:00PM	4.00	EA	29.00	HR	957.00
Security Attendant - Overnight	10/09/2025 06:00PM - 07:00AM	2.00	EA	29.00	HR	754.00
Security Attendant Lead	10/10/2025 09:00AM - 06:30PM	1.00	EA	34.00	HR	323.00
Security Attendant - Daytime	10/10/2025 07:00AM - 12:00PM	2.00	EA	29.00	HR	290.00

# EXHIBIT A

Event Information						
Security Attendant - Daytime	10/10/2025 09:00AM - 06:30PM	4.00	EA	29.00	HR	1,102.00
Security Attendant - Daytime	10/10/2025 10:00AM - 06:30PM	4.00	EA	29.00	HR	986.00
Security Attendant - Overnight	10/10/2025 06:00PM - 07:00AM	2.00	EA	29.00	HR	754.00
Security Attendant Lead	10/11/2025 09:00AM - 06:30PM	1.00	EA	34.00	HR	323.00
Security Attendant - Daytime	10/11/2025 07:00AM - 12:00PM	1.00	EA	29.00	HR	145.00
Security Attendant - Daytime	10/11/2025 09:00AM - 06:30PM	4.00	EA	29.00	HR	1,102.00
Security Attendant - Daytime	10/11/2025 10:00AM - 06:30PM	4.00	EA	29.00	HR	986.00
Security Attendant - Overnight	10/11/2025 06:00PM - 07:00AM	2.00	EA	29.00	HR	754.00
Security Attendant Lead	10/12/2025 09:00AM - 05:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - Daytime	10/12/2025 07:00AM - 12:00PM	1.00	EA	29.00	HR	145.00
Security Attendant - Daytime	10/12/2025 09:00AM - 05:30PM	4.00	EA	29.00	HR	986.00
Security Attendant - Daytime	10/12/2025 10:00AM - 05:30PM	4.00	EA	29.00	HR	870.00
Security Attendant	10/12/2025 04:00PM - 09:00PM	4.00	EA	29.00	HR	580.00

## Technology

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

## Outside Services

Emergency Medical Services	10/10/2025 09:30AM - 06:30PM	2.00	EA	34.00	HR	612.00
Emergency Medical Services	10/11/2025 09:30AM - 06:30PM	2.00	EA	34.00	HR	612.00
Emergency Medical Services	10/12/2025 09:30AM - 05:30PM	2.00	EA	34.00	HR	544.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,100.00	EVT	1,100.00

**Total: 23,466.50**

## Summary

Facility Rental Total	\$30,950.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$34,106.50
Refundable Deposit	\$800.00

**Grand Total: \$65,856.50**

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/09/2025	\$21,952.25
Second Payment	08/08/2025	\$21,952.25
Third Payment	09/08/2025	\$21,952.00

**Total: \$65,856.50**

Please Remit Payment in \*Check Only\*

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

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

# 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.

### **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, Gem Faire, Inc. must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-082-25**

REVIEWED \_\_\_\_\_

DATE **May 30, 2025**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

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

### **WITNESSETH:**

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

**November 13 - 15, 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:

### **The Great Junk Hunt**

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

**\$58,048.50**

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

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

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.

**FJS Productions dba The Great Junk Hunt**  
**4119 Palidades Place West**  
**University Place, WA 98466**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **J.T. Albers, Owner**

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

# EXHIBIT A

Event Information			
Event Name:	The Great Junk Hunt	Contract No:	R-082-25
Contact Person:	J.T. Albers	Phone:	(253) 227-1981
Event Date:	11/14/2025 - 11/15/2025	Hours:	Friday: 4:00 PM - 9:00 PM Saturday: 9:00 AM - 4:00 PM
Admission Price:	\$10.00 - \$20.00		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	8,000

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Thursday				
Anaheim Building (#16)	11/13/2025 02:00 PM - 05:00 PM	Move In	1,362.50	
Los Alamitos Building (#14)	11/13/2025 02:00 PM - 05:00 PM	Move In	1,712.50	
OC Promenade (Span)	11/13/2025 02:00 PM - 05:00 PM	Move In	1,362.50	
The Hangar	11/13/2025 02:00 PM - 05:00 PM	Move In	2,012.50	
Friday				
Anaheim Building (#16)	11/14/2025 04:00 PM - 09:00 PM	Event	2,725.00	
Los Alamitos Building (#14)	11/14/2025 04:00 PM - 09:00 PM	Event	3,425.00	
OC Promenade (Span)	11/14/2025 04:00 PM - 09:00 PM	Event	2,725.00	
The Hangar	11/14/2025 04:00 PM - 09:00 PM	Event	4,025.00	
Saturday				
Anaheim Building (#16)	11/15/2025 09:00 AM - 04:00 PM	Event	2,725.00	
Los Alamitos Building (#14)	11/15/2025 09:00 AM - 04:00 PM	Event	3,425.00	
OC Promenade (Span)	11/15/2025 09:00 AM - 04:00 PM	Event	2,725.00	
The Hangar	11/15/2025 09:00 AM - 04:00 PM	Event	4,025.00	
Anaheim Building (#16)	11/15/2025 04:00 PM - 11:59 PM	Move Out	No Charge	
Los Alamitos Building (#14)	11/15/2025 04:00 PM - 11:59 PM	Move Out	No Charge	
OC Promenade (Span)	11/15/2025 04:00 PM - 11:59 PM	Move Out	No Charge	
The Hangar	11/15/2025 04:00 PM - 11:59 PM	Move Out	No Charge	

**Total: 32,250.00**

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

**Move out must be completed by 11:59 PM Saturday - November 15, 2025 to avoid additional charges.**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
4-Channel Audio Mixer	Estimate 1	1.00	EA	35.00	EA	35.00
Barricade (Plastic)	Estimate 10	10.00	EA	15.00	EA	150.00
Chair (Individual)	Estimate 2	2.00	EA	2.50	EA	5.00
Dumpster	Estimate 35	35.00	EA	20.00	EA	700.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	2,100.00	EVT	2,100.00
Forklift	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Hang Tag - 2 Day	TBD	TBD	EA	12.00	EA	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	11/09/2025 - 11/15/2025	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 30	30.00	EA	15.00	EA	450.00
Portable Electronic Message Board	11/14/2025 - 11/15/2025	2.00	EA	75.00	EA/DAY	300.00

# EXHIBIT A

Event Information						
Public Address System (Per Building)	11/14/2025 - 11/15/2025	4.00	EA	75.00	EA/DAY	600.00
Stanchion	Estimate 46	46.00	EA	5.00	EA	230.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Umbrella w/Stand	Estimate 30	30.00	EA	15.00	EA	450.00
Total:						6,695.00
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	29.00	HR	696.00
Electrician	TBD	TBD	HR	72.50	HR	TBD
Event Day						
Grounds Attendant Lead	11/14/2025 03:00PM - 10:00PM	1.00	EA	34.00	HR	238.00
Grounds Attendant	11/14/2025 03:00PM - 10:00PM	6.00	EA	29.00	HR	1,218.00
Janitorial Attendant Lead	11/14/2025 03:00PM - 10:00PM	1.00	EA	34.00	HR	238.00
Janitorial Attendant	11/14/2025 03:00PM - 10:00PM	7.00	EA	29.00	HR	1,421.00
Electrician	TBD	TBD	EA	72.50	HR	TBD
Grounds Attendant Lead	11/15/2025 08:00AM - 05:00PM	1.00	EA	34.00	HR	306.00
Grounds Attendant	11/15/2025 08:00AM - 05:00PM	6.00	EA	29.00	HR	1,566.00
Janitorial Attendant Lead	11/15/2025 08:00AM - 05:00PM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	11/15/2025 08:00AM - 05:00PM	7.00	EA	29.00	HR	1,827.00
Electrician	TBD	TBD	EA	72.50	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 24 Hours	24.00	HR	29.00	HR	696.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	29.00	HR	580.00
Electrician	TBD	TBD	HR	72.50	HR	TBD
<u>Event Sales &amp; Services</u>						
Event Coordinator	11/14/2025 03:00PM - 10:00PM	1.00	EA	56.00	HR	392.00
Event Coordinator	11/15/2025 08:00AM - 05:00PM	1.00	EA	56.00	HR	504.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
<u>Safety &amp; Security</u>						
Security Attendant Lead	11/14/2025 03:00PM - 09:30PM	1.00	EA	34.00	HR	221.00
Security Attendant	11/14/2025 03:00PM - 09:30PM	9.00	EA	29.00	HR	1,696.50
Security Attendant Lead	11/15/2025 08:00AM - 04:30PM	1.00	EA	34.00	HR	289.00
Security Attendant	11/15/2025 08:00AM - 04:30PM	9.00	EA	29.00	HR	2,218.50
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00



# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	11/14/2025 03:30PM - 09:30PM	2.00	EA	34.00	HR	408.00
Emergency Medical Services	11/15/2025 08:30AM - 04:30PM	2.00	EA	34.00	HR	544.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>17,603.50</b>

### Summary

Facility Rental Total	\$32,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$24,298.50
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$58,048.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$8,062.50
Second Payment	07/14/2025	\$16,662.00
Third Payment	09/12/2025	\$16,662.00
Fourth Payment	10/13/2025	\$16,662.00
<b>Total:</b>		<b>\$58,048.50</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.

### BANNERS

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### COVID GUIDELINES

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

# 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.

### **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, FJS Productions dba The Great Junk Hunt must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. FJS Productions dba The Great Junk Hunt must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, FJS Productions dba The Great Junk Hunt must execute changes within the specified timeframe.

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-096-25**

DATE **April 30, 2025**

FAIRTIME **XX**

INTERIM

### **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 **Retail Finance International Holdings Inc dba Synchrony** 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 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:

#### **Synchrony Summer Event**

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.

**Retail Finance International Holdings Inc**  
**170 Election Road, Ste 125**  
**Draper, UT 84020**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Flora Korman, VP, Sourcing**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Synchrony Summer Event	<b>Contract No:</b>	R-096-25
<b>Contact Person:</b>	Kelly Haggard	<b>Phone:</b>	(678) 518-2016
<b>Event Date:</b>	08/09/2025	<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>Saturday</b>			
Club OC Plaza Pacifica West	08/09/2025 11:00 AM - 03:00 PM	Event	500.00
<b>Note: Fair opens at 11:00 AM</b>			<b>Total: 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 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 3:00 PM Saturday - August 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>
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.)	08/09/2025	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, Retail Finance International Holdings Inc dba Synchrony must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-099-25**

DATE **May 20, 2025**

FAIRTIME **XX**

INTERIM

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**August 16, 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:

#### **NXL Summer Picnic**

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.

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

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

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

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



# EXHIBIT A

Event Information			
Event Name:	NXL Summer Picnic	Contract No:	R-099-25
Contact Person:	Angelina Le	Phone:	(213) 703-4453
Event Date:	08/16/2025	Hours:	5:00 PM - 9:00 PM

Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	120 - 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	08/16/2025 05:00 PM - 09:00 PM	Event	500.00
<b>Note:</b> Fair opens at 11:00 AM			<b>Total: 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 9:00 PM Saturday - August 16, 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.)	08/16/2025	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, Next Level HVAC Energy Management Systems must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-100-25**

DATE **May 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 **City of Costa Mesa** 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 2 - 4, 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:

#### **City of Costa Mesa 4<sup>th</sup> of July Celebration**

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

**Payment - \$28,507.50**

**In-Kind Trade - \$32,400.00**

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.

**City of Costa Mesa**  
**77 Fair Drive**  
**Costa Mesa, CA 92626**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Cecillia Gallardo-Daly, Acting City Manager**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	City of Costa Mesa 4th of July Celebration	<b>Contract No:</b>	R-100-25
<b>Contact Person:</b>	Monique Villasenor	<b>Phone:</b>	(714) 651-4081
<b>Event Date:</b>	07/03/2025	<b>Hours:</b>	4:00 PM - 11:00 PM
<b>Admission Price:</b>	Free		
<b>Vehicle Parking Fee:</b>	Parking Buyout (See Summary)	<b>Projected Attendance:</b>	5,000

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 A (South)	07/02/2025 08:00 AM - 05:00 PM	Move In	1,125.00
<b>Thursday</b>			
Parking Lot A (South)	07/03/2025 04:00 PM - 11:00 PM	Event	2,250.00
<b>Friday</b>			
Parking Lot A (South)	07/04/2025 07:00 AM - 12:00 PM	Move Out	No Charge
<b>Total:</b>			<b>3,375.00</b>

Hosting of this event in the above specified space, Parking Lot A, 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 12:00 PM Friday - July 4, 2025 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Barricade (Metal)	Estimate 45	45.00	EA	15.00	EA	675.00
Bench (Metal)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 20	20.00	EA	20.00	EA	400.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	625.00	EVT	625.00
EVOLV - Weapon Detection System	07/03/2025	1.00	EA	800.00	EA/DAY	800.00
Forklift	Estimate 20 Hours	20.00	HR	75.00	HR	1,500.00
Marquee Board	06/27/2025 - 07/03/2025	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 45	45.00	EA	15.00	EA	675.00
Portable Electronic Message Board	07/03/2025	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	TBD	TBD	HR	75.00	HR	TBD
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
<b>Total:</b>						<b>4,825.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 24 Hours	24.00	HR	29.00	HR	696.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	29.00	HR	116.00
Electrician	Estimate 8 Hours	8.00	HR	72.50	HR	580.00
Plumber	Estimate 8 Hours	8.00	HR	72.50	HR	580.00
Event Day						
Grounds Attendant Lead	07/03/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	07/03/2025 03:00PM - 12:00AM	2.00	EA	29.00	HR	522.00
Janitorial Attendant	07/03/2025 03:00PM - 12:00AM	4.00	EA	29.00	HR	1,044.00
Janitorial Attendant	07/03/2025 05:00PM - 12:00AM	4.00	EA	29.00	HR	812.00
Electrician	07/03/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant	Estimate 16 Hours	16.00	HR	43.50	HR*	696.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	43.50	HR*	348.00
Electrician	Estimate 8 Hours	8.00	HR	108.75	HR*	870.00
Plumber	Estimate 8 Hours	8.00	HR	108.75	HR*	870.00

### Event Sales & Services

Event Coordinator	07/03/2025 03:00PM - 12:00AM	1.00	EA	56.00	HR	504.00
-------------------	------------------------------	------	----	-------	----	--------

### Parking

Parking Attendant Lead	Estimate 10 Hours	10.00	HR	34.00	HR	340.00
Parking Attendant	Estimate 20 Hours	20.00	HR	29.00	HR	580.00

### Safety & Security

Security Attendant Lead	07/03/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant**	07/03/2025 03:00PM - 11:30PM	11.00	EA	29.00	HR	2,711.50
Security Attendant - EVOLV	07/03/2025 03:00PM - 11:30PM	5.00	EA	29.00	HR	1,232.50

\*\*Security staffing subject to change based on operational needs.

### Outside Services

Emergency Medical Services	07/03/2025 03:30PM - 11:30PM	2.00	EA	34.00	HR	544.00
Sound Engineer	07/03/2025	1.00	EA	845.00	DAY	845.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	13.00	HR	263.00	HR	3,419.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	750.00	EVT	750.00

### \*State Holiday Rates

**Total: 19,307.50**

## Summary

### OCFEC In-Kind Trade

Parking Buyout (Based upon 2,700 vehicles at \$12.00 per vehicle)	\$32,400.00
---	-------------

**In-Kind Trade Grand Total: \$32,400.00**

OCFEC will provide the parking buy-out in trade for a reduction of \$32,400.00 against the cost of police traffic services during the 2025 OC Fair.

### City of Costa Mesa

Facility Rental Total	\$3,375.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$24,132.50
Refundable Deposit	\$1,000.00

**City of Costa Mesa Grand Total: \$28,507.50**

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$28,507.50

**Total: \$28,507.50**

Please Remit Payment in \*Check Only\*

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

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

# 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.

### **ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)**

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator four (4) weeks prior to the event date.

### **ALCOHOL**

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. The OCFEC Master Concessionaire shall only serve alcoholic beverages on OCFEC property.

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **COVID GUIDELINES**

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

### **DRONES**

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

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

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

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

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

### **FIREWORKS**

The parties shall mutually cooperate to obtain all necessary Fire Marshal and other permits and approvals for the deployment of fireworks during City of Costa Mesa 4th of July Celebration. The City of Costa Mesa will be responsible for applying for and obtaining permits. All related expenses will be paid for by the City of Costa Mesa.

Any and all fireworks displays must be conducted by a permitted/licensed pyrotechnician approved by OCFEC. Permits must be submitted to OCFEC as a condition of final approval. OCFEC may decide in its sole and absolute discretion to refuse to permit the use of fireworks at the event.

# EXHIBIT A

## Event Information

### **FUTURE PARKING BUYOUT TERMS**

A physical count of attendee vehicles parked in OCFEC parking lots will be conducted at the 2025 City of Costa Mesa 4th of July Celebration, and the same number will accordingly become the basis for parking buyout terms in the 2026 City of Costa Mesa 4th of July Celebration rental agreement.

### **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.

### **INFLATABLE AMUSEMENTS AND ATTRACTIONS**

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

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

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

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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

### **RESTROOMS**

Renter agrees to provide restrooms to be used by patrons and exhibitors attending the event. OCFEC restrooms will not be provided. It is the responsibility of the Renter to clean and maintain restrooms during the event.

### **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 City of Costa Mesa must comply with request.**

### **STATE FIRE MARSHAL**

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



FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-105-25**

DATE **May 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 **Orange County Beekeeping Supplies 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: on

**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:

#### **Beekeeping Meeting**

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

**\$100.00**

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

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

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

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

**OC Beekeeping Supplies and  
Hapa Honey Farm  
2536 East Fender Avenue, Unit B  
Fullerton, CA 92831**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Bill Gibson, Owner**

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

**AGREEMENT:** R-105-25  
**DATED:** May 29, 2025  
**WITH:** Orange County Beekeeping  
Supplies and Hapa Honey  
**PHONE:** (714) 883-7914

**EXHIBIT "A"**

**DATE(S) OF EVENT:** June 3, 2025

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

**RENTER AGREES:**

- That the term of this Agreement is for June 3, 2025.
- To conduct a meeting. The OC Beekeeping Supplies and Hapa Honey Farm Meetings is scheduled from 6:30 PM to 9:00 PM. Teardown is to be concluded by 9:30 PM.
- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of renter listed above will enter the property at the Main Gate (Gate 1), off Fair Drive and enter through the Centennial Farm Gate Monday through Friday. Should Main Gate (Gate 1) need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of Renter listed above can access the property at Gate 4 off of Arlington Drive.
- That parking around the building is not permitted.
- Staff and members are required to park in Parking Lot B in a marked parking stall or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- Renter is responsible for setup and teardown of the meetings.
- To provide all supplies, paper goods, coffee pots and food items necessary to conduct monthly meetings.
- Staffing and additional equipment rental/usage costs are not included in this rental agreement.
- Please refer to the rental rates sheet on OCFair.com for more information.
- To remove all renters supplies and equipment after each meeting.
- Renter understands that there is no storage space available for Renter's equipment.
- To leave the facilities in the same condition as when possession was taken.
- If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (*see Exhibit D for Silo layout*).
- That all trash generated by renter be taken out to appropriate disposal area outside the Silo Building.
- To reimburse District (OCFEC) for any out-of-pocket expenses incurred due to damage caused by the Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact the Safety & Security Department at (714) 708-1588. Security will then notify outside emergency personnel if needed.

- To provide proof of insurance coverage for June 3, 2025.
- To pay \$100.00 for use of the Silo Building for one meeting. Additional meetings will be charged at \$250.00 per meeting.

**32nd District (OCFEC) will provide:**

- Tables and chairs for the monthly meeting (limited to what is available in the Silo Building).
- Access to the Centennial Farm Gate and Silo Building.
- Parking access through the Main Gate (Gate 1) off Fair Drive. Should Main Gate (Gate 1) need to be closed, parking access will be available through Gate 4.

**Payment Schedule:**

- Payment of \$100 is due on or before June 3, 2025 for meeting day of June 3, 2025.
- A \$25.00 late fee will be added if payment is not received by the due date listed above.

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

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

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

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

**CANNABIS EVENTS**

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

**COVID GUIDELINES**

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

**EVENT PROGRAM POLICIES AND PROCEDURES**

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

**OAK VIEW GROUP dba OVG HOSPITALITY**

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

### **RECYCLING / SB 1383**

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

### **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 Beekeeping Supplies and Hapa Honey Farm must comply with request.**

### **STATE FIRE MARSHAL**

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

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Woodworkers Association** hereinafter, called the Rentor.

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up July 14-17; Event dates July 18-August 19, 2025**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 15'x 24' space, in the Los Alamitos Building (14). Space includes a power box, tables, and chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair 2025 - July 18-August 17, 2025**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
5. **Space in exchange for Woodworking Demonstrations.**
6. **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 July 1<sup>st</sup>.**
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Rentor 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 Rentor may be liable under any Workers' Compensation law and Rentor 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 Rentor of the privileges herein granted.
9. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
10. 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 Association.
11. 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.
12. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
13. In the event Rentor 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.
14. Special Provisions: **By signing this Agreement, Rentor acknowledges that they have read the OC Fair Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
15. 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 Woodworkers Association**  
**P.O. Box 1038**  
**Fullerton, CA 92836**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Michelle Capps, Chief Business Dev. Officer

Title \_\_\_\_\_

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Rentor 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 said concession plot for such purpose, and will keep the area within and surrounding said concessions 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. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by 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 space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted 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 Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space 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 receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and 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 within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor 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.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from caused beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor 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 Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. 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.
17. 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.
18. "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)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. 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 12 of page one.

Nondiscrimination Clause, Form 17A or Form 17b for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 or page one.

**FORM F-31**

REVIEWED TD

APPROVED EY

AGREEMENT NO. **EQC-014-25**

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 **Tanaka Farms** 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 and Tanaka Farm 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.

**Tanaka Farms**  
**5380 ¾ University Drive**  
**Irvine, CA 92612**

By: Shelmarie Main Date: 5/2/2025  
Title: **Shelmarie Main, Director of Tanaka Farms Barnyard**

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

By: Michele Capps Date: 5/2/2025  
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-014-25**  
**DATED: May 1, 2025**  
**WITH: Tanaka Farms**  
**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 two to three horses for Ranch Discovery Day 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 staff the equine 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 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](https://ocfair.com/ranchpolicies).

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

- To provide exhibit space for horses: One to two 12-foot x 12-foot box stall as an exhibit space at The Ranch Community Center. Number of stalls will depend on number of horses.
- To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.
- To allow Contractor to place Tanaka Farms signage in exhibit space promoting their business.
- To list Tanaka Farms on The Ranch Discovery Day map.
- 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.
- To provide one trailer parking.
- 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, Tanaka Farms must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. Tanaka Farms must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Tanaka Farms 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 CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton

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

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

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



5. Certificate Holder:

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

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

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

OR

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

OR

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

OR

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

## **II. General Provisions**

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

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

### **III. Participant Waivers**

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

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

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

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

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

**3. Non-Discrimination Clause**

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

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

**4. Amendment (GC 11010.5)**

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

**5. Assignment**

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

## **6. Termination**

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

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

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

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

SCTC, F-31 (revised 10/01)

## **7. Governing Law**

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

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

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

### **Current State Employees (PCC 10410):**

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

### **Former State Employees (PCC 10411):**

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

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

**9. Contractor Name Change**

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

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

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

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

## **EXHIBIT E**

### **NOISE ORDINANCE:**

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

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

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

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

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

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

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 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 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

### **IN SUMMARY:**

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

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

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

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

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



## Exhibit 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  $\frac{3}{4}$  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, Shelmarie Main ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

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

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

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

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

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

Executed at Orange, California on 5/2/2025, 20  .

**PARTICIPANT/RELEASOR**

Shelmarie Main

3E1C1502340044A...  
Signature

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

**PARENT OR GUARDIAN**

\_\_\_\_\_  
Signature

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

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

FORM F-31

AGREEMENT NO. **R-029-25 REVISED**

REVIEWED \_\_\_\_\_

DATE **May 15, 2025**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

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

**\$17,291.00**

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

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

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

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 REVISED
<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
<b>Sunday</b>			
Costa Mesa Building (#10)	09/07/2025 11:00 AM - 05:00 PM	Event	4,825.00
<b>Total:</b>			<b>7,237.50</b>

Hosting of this event in the above specified space, Costa Mesa Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 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	575.00 EVT	575.00
Forklift	TBD	TBD	HR	75.00 HR	TBD
Man Lift	Estimate 4 Hours	4.00	HR	75.00 HR	300.00
Marquee Board	09/01/2025 - 09/07/2025	1.00	WK	Included	Included
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>2,095.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	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
Event Day						
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

# EXHIBIT A

## Event Information

### Clean Up

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

### Event Sales & Services

Event Coordinator	09/07/2025 10:00AM - 06:00PM	1.00	EA	56.00	HR	448.00
-------------------	------------------------------	------	----	-------	----	--------

### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00

### Safety & Security

Security Attendant 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

### Technology

Technology Attendant	TBD (Audio Configuration Fee)	TBD	EA	100.00	EVT	TBD
----------------------	-------------------------------	-----	----	--------	-----	-----

### Outside Services

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

**Total: 6,458.50**

### Summary

Facility Rental Total	\$7,237.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,553.50
Refundable Deposit	\$1,500.00

**Grand Total: \$17,291.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$5,763.75
Second Payment	07/07/2025	\$5,763.75
Third Payment	08/07/2025	\$5,763.50
<b>Total:</b>		<b>\$17,291.00</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.

# EXHIBIT A

## Event Information

### 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.

### 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.