

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
SEPTEMBER 2025

1 of 3

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-013-25	Adentope, Inc. dba Japan Product Promotion	OC Japan Fair	Cultural Festival (CULTU)	Anaheim Building (#16); Los Alamitos Building (#14); Main Mall; OC Promenade (Span); Parking Lot I; The Hangar	10/16/25-10/20/25	\$201,588.00
R-016-25	Incuplace, LLC	626 Night Market - OC	Food Festival (FOODF)	OC Promenade (Span); Parking Lot G; Parking Lot I	09/03/25-09/08/25	\$156,795.00
R-026-25	SOCA Fights	Fight Club OC	Competition / Tournament (COM)	The Hangar	08/27/25-08/28/25	\$20,570.25
R-041-25	Shoreline Dog Fanciers Association	Shoreline Dog Fanciers Association	Competition / Tournament (COM)	Anaheim Building (#16); Huntington Beach Building (#12); Los Alamitos Building (#14); OC Promenade (Span)	08/28/25-08/31/25	\$84,101.50
R-045-25	Vivid Special Events, LLC	Repticon	Consumer Show (CON)	Huntington Beach Building (#12)	11/07/25-11/10/25	\$24,185.50
R-047-25	Silver Ince Productions	OC Wine Fest	Consumer Show (CON)	The Hangar	11/07/25-11/09/25	\$25,808.00
R-077-25	NAIOP SoCal	Night at the Fights	Competition / Tournament (COM)	Main Mall; OC Promenade (Span); The Hangar	10/08/25-10/10/25	\$36,856.50
R-078-25	California Online Public Schools	California Online Public Schools - Fall Festival	Banquet (BAN)	Country Meadows; Huntington Beach Building (#12); Santa Ana Pavilion (Parade of Products)	10/16/25-10/16/25	\$18,996.50
R-079-25	Ultimate Trade Shows & Events, Inc.	OC Home & Garden Show	Consumer Show (CON)	Anaheim Building (#16); Los Alamitos Building (#14)	10/10/25-10/13/25	\$30,968.00
R-080-25	Sugar Plum Festivals	Sugar Plum Arts & Crafts Festivals	Other (OTH)	Costa Mesa Building (#10)	11/04/25-11/09/25	\$37,729.25
R-081-25	Plural Possibility Limited dba LCWW Group - Loving Cats	LCWW Cat Extravaganza	Competition / Tournament (COM)	Costa Mesa Building (#10)	11/14/25-11/15/25	\$18,674.00
R-085-25	James R. Glidewell Dental Ceramics, Inc.	Glidewell Holiday Party	Party (PAR)	Costa Mesa Building (#10); Courtyard; Huntington Beach Building (#12); Santa Ana Pavilion (Parade of Products)	12/09/25-12/13/25	\$75,873.25
R-101-25	Orange County Wine Society	OCWS - Chili Cook Off	Meeting/Seminar (MEE)	Courtyard	10/11/25-10/11/25	\$2,664.00
R-103-25	Orange County LGBT Pride dba OC Pride	OC Pride Festival 2025	Festival (FST)	Club OC Plaza Pacifica West; Country Meadows; Courtyard; Crafters Village; Heroes Hall Lawn; Huntington Beach Building (#12); Park Plaza; Parking Lot B; Parking Lot D; Parking Lot E; Plaza Pacifica; Santa Ana Pavilion (Parade of Products)	09/26/25-09/28/25	\$87,572.00

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R-104-25	Rameelo	Rameelo Raas Garba 2025	Festival (FST)	Courtyard; Huntington Beach Building (#12)	09/12/25-09/14/25	\$20,807.50
R-107-25	Mesa Water District	Employee All Hands Meeting	Party (PAR)	Club OC Plaza Pacifica West	08/14/25-08/14/25	\$811.00
R-108-25	The OC Marathon	OC Fair Fun Run	Competition / Tournament (COM)	All Grounds; Run Course	08/10/25-08/10/25	See Exhibit A
R-109-25	IBJJF dba International BJJ Inc.	IBJJF	Competition / Tournament (COM)	Costa Mesa Building (#10)	10/24/25-10/27/25	\$30,838.00
R-110-25	Redo Market LLC dba Redo Market	Redo Market	Consumer Show (CON)	Anaheim Building (#16); Los Alamitos Building (#14); Main	09/11/25-09/13/25	\$42,004.00
R-113-25	Westcliff University	Westcliff University	Party (PAR)	Club OC Plaza Pacifica West	07/18/25-07/18/25	\$811.00
R-116-25	Seasonal Adventures	Seasonal Adventures - Pumpkin Patch	Other (OTH)	Parking Lot C	09/29/25-11/04/25	\$64,442.50
R-117-25	Retropolis Entertainment	Flashback '77	Festival (FST)	Courtyard; Huntington Beach Building (#12)	11/21/25-11/23/25	\$22,920.00
R-118-25	OCREATE LLC	Maker Faire Orange County	Consumer Show (CON)	Costa Mesa Building (#10); Park Plaza; Santa Ana Pavilion (Parade of Products)	09/12/25-09/14/25	\$46,722.50
R-119-25	NZK Productions Inc	Golden Bachelor Filming	Film Shoot (FILS)	Pacific Amphitheatre	07/31/25-07/31/25	\$19,601.00
R-120-25	Orange County (CA) Alumnae Chapter - Club OC	Orange County Alumnae Chapter - Club OC	Party (PAR)	Club OC Plaza Pacifica West	08/17/25-08/17/25	\$756.00
R-121-25	CrashIntoEarthLLC	Crash Into Earth Festival	Festival (FST)	Country Meadows; Courtyard; Crafters Village; Park Plaza; Santa Ana Pavilion (Parade of Products)	10/30/25-11/01/25	\$47,019.50
R-122-25	Girl Scouts of Orange County	Girl Scouts of Orange County STEM Expo 2025	Education (EDUCA)	Country Meadows; Huntington Beach Building (#12)	11/02/25-11/02/25	\$15,621.00
R-124-25	OC Card Show	OC Card Show	Consumer Show (CON)	The Hangar	10/31/25-11/03/25	\$23,350.00
R-125-25	Newport-Mesa Unified School District	NMUSD - Bus Training	Training (TRA)	Parking Lot A (South)	08/26/2025; 11/05/25	1,125.00 per day
R-126-25	Kastl Amusements	Kastl Camping	Camping	Campground	08/25/25-09/15/25	\$8,193.00
R-127-25	Kastl Amusements	Kastl Camping	Camping	Campground	09/23/25-09/29/25	\$2,733.00
R-128-25	SIP Awards	OC Cocktail & Spirits Show	Consumer Show (CON)	Huntington Beach Building (#12)	11/15/25-11/15/25	\$12,269.00
RA-EQC017-25	Citrus Hill Farms	The Ranch Community Center Equestrian Boarding Facility	Horse Boarding & Care	The Ranch Community Center	Box Stall (3); Tack Room (2); Trailer Parking; Facility Use	\$17,480.00

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AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-016-25 (REVISED)	Incuplace, LLC	626 Night Market - OC <i>Revised: signature line to new CEO, James Canfield</i>	Food Festival (FOODF)	OC Promenade (Span); Parking Lot G; Parking Lot I	09/03/25-09/08/25	\$156,795.00
R-041-25 (REVISED)	Shoreline Dog Fanciers Association	Shoreline Dog Fanciers Association <i>Revised: removed building</i>	Competition / Tournament (COM)	Anaheim Building (#16); Los Alamitos Building (#14); OC Promenade (Span)	08/28/25-08/31/25	\$66,431.50
R-117-25 (REVISED)	Retropolis Entertainment	Flashback '79 <i>Revised: event name</i>	Festival (FST)	Courtyard; Huntington Beach Building (#12)	11/21/25-11/23/25	\$22,920.00
RA-EQC017-25 (REVISED)	Citrus Hill Farms	The Ranch Community Center Equestrian Boarding Facility <i>Revised: move in date adjustment</i>	Horse Boarding & Care	The Ranch Community Center	Box Stall (3); Tack Room (2); Trailer Parking; Facility Use	\$17,480.00

REVIEWED_____

AGREEMENT NO.	R-013-25
DATE	July 25, 2025
FAIRTIME	
INTERIM	XX

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

October 16 - 20, 2025

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

See Exhibit A

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

OC Japan Fair

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

\$201,588.00

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.

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

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

By _____ Date: _____
Title: Masataka Taguchi, Producer

By _____ Date: _____
Title: James Canfield, Chief Executive Officer

EXHIBIT A

Event Information			
Event Name:	OC Japan Fair	Contract No:	R-013-25
Contact Person:	Masataka Taguchi	Phone:	(310) 782-8279
Event Date:	10/17/2025 - 10/19/2025	Hours:	Friday: 4:00 PM - 10:00 PM Saturday: 12:00 PM - 10:00 PM Sunday: 11:00 AM - 7:00 PM
Admission Price:	General: \$14.00 - \$20.00; Children 6 & Under: Free; 65 & Over: Free		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	15,000
Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Anaheim Building (#16)	10/16/2025 07:00 AM - 11:00 PM	Move In	1,362.50
Los Alamitos Building (#14)	10/16/2025 07:00 AM - 11:00 PM	Move In	1,712.50
½ Main Mall	10/16/2025 07:00 AM - 11:00 PM	Move In	487.50
OC Promenade (Span)	10/16/2025 07:00 AM - 11:00 PM	Move In	1,362.50
Parking Lot I	10/16/2025 07:00 AM - 11:00 PM	Move In	1,125.00
The Hangar	10/16/2025 07:00 AM - 11:00 PM	Move In	2,012.50
Friday			
Anaheim Building (#16)	10/17/2025 04:00 PM - 10:00 PM	Event	2,725.00
Los Alamitos Building (#14)	10/17/2025 04:00 PM - 10:00 PM	Event	3,425.00
½ Main Mall	10/17/2025 04:00 PM - 10:00 PM	Event	975.00
OC Promenade (Span)	10/17/2025 04:00 PM - 10:00 PM	Event	2,725.00
Parking Lot I	10/17/2025 04:00 PM - 10:00 PM	Event	2,250.00
The Hangar	10/17/2025 04:00 PM - 10:00 PM	Event	4,025.00
Saturday			
Anaheim Building (#16)	10/18/2025 12:00 PM - 10:00 PM	Event	2,725.00
Los Alamitos Building (#14)	10/18/2025 12:00 PM - 10:00 PM	Event	3,425.00
½ Main Mall	10/18/2025 12:00 PM - 10:00 PM	Event	975.00
OC Promenade (Span)	10/18/2025 12:00 PM - 10:00 PM	Event	2,725.00
Parking Lot I	10/18/2025 12:00 PM - 10:00 PM	Event	2,250.00
The Hangar	10/18/2025 12:00 PM - 10:00 PM	Event	4,025.00
Sunday			
Anaheim Building (#16)	10/19/2025 11:00 AM - 07:00 PM	Event	2,725.00
Los Alamitos Building (#14)	10/19/2025 11:00 AM - 07:00 PM	Event	3,425.00
½ Main Mall	10/19/2025 11:00 AM - 07:00 PM	Event	975.00
OC Promenade (Span)	10/19/2025 11:00 AM - 07:00 PM	Event	2,725.00
Parking Lot I	10/19/2025 11:00 AM - 07:00 PM	Event	2,250.00
The Hangar	10/19/2025 11:00 AM - 07:00 PM	Event	4,025.00
Monday			
Anaheim Building (#16)	10/20/2025 07:00 AM - 11:59 AM	Move Out	No Charge
Los Alamitos Building (#14)	10/20/2025 07:00 AM - 11:59 AM	Move Out	No Charge
½ Main Mall	10/20/2025 07:00 AM - 11:59 AM	Move Out	No Charge
OC Promenade (Span)	10/20/2025 07:00 AM - 11:59 AM	Move Out	No Charge
Parking Lot I	10/20/2025 07:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	10/20/2025 07:00 AM - 11:59 AM	Move Out	No Charge
Total:	56,437.50		

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

Move out must be completed by 11:59 AM Monday - October 20, 2025 to avoid additional charges.

EXHIBIT A

Event Information					
Estimated Equipment Fees					
Description	Date-Time	Units	Rate	Actual	
20 Amp Drop	Estimate 6	6.00 EA	25.00 EA	150.00	
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00	
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD	
200 Amp Drop	Estimate 3	3.00 EA	360.00 EA	1,080.00	
400 Amp Drop	Estimate 2	2.00 EA	720.00 EA	1,440.00	
4-Channel Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00	
40 Yard Dumpster	Estimate 16	16.00 EA	241.00 EA	3,856.00	
A-Frame	Estimate 18	18.00 EA	15.00 EA	270.00	
Barricade (Plastic)	Estimate 30	30.00 EA	15.00 EA	450.00	
Cable Ramp	Estimate 100	100.00 EA	15.00 EA	1,500.00	
Dumpster	TBD	TBD EA	20.00 EA	TBD	
Electrical Splitter Box	Estimate 76	76.00 EA	55.00 EA	4,180.00	
Electrical Usage Rate	Estimate Only	1.00 EA	4,000.00 EVT	4,000.00	
EVOLV - Weapon Detection System	10/17/2025 - 10/19/2025	1.00 EA	800.00 EA/DAY	2,400.00	
Forklift	Estimate 174 Hours	174.00 HR	75.00 HR	13,050.00	
Forklift (40 Yard Dumpsters)	Estimate 32 Hours	32.00 HR	75.00 HR	2,400.00	
Hang Tag - 3 Day	Estimate 110	110.00 EA	18.00 EA	1,980.00	
Man Lift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00	
Marquee Board	09/22/2025 - 10/19/2025	4.00 WK	Included	Included	
Picnic Table (Rectangular & Round)	Estimate 241	241.00 EA	15.00 EA	3,615.00	
Portable Electronic Message Board	10/17/2025 - 10/19/2025	2.00 EA	75.00 EA/DAY	450.00	
Portable Light Pole	Estimate 2	2.00 EA	100.00 EA	200.00	
Pressure Washer	TBD	TBD HR	75.00 HR	TBD	
Projector (12,000 Lumens)	10/17/2025 - 10/19/2025	1.00 EA	3,000.00 EA/DAY	9,000.00	
Projector Screen in Hangar	10/17/2025 - 10/19/2025	1.00 EA	300.00 EA/DAY	900.00	
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD	
Scissor Lift	Estimate 15 Hours	15.00 HR	75.00 HR	1,125.00	
Stanchion	Estimate 153	153.00 EA	5.00 EA	765.00	
Sweeper (In-House)	Estimate 20 Hours	20.00 HR	75.00 HR	1,500.00	
Ticket Booth (Double Window)	Estimate 2	2.00 EA	100.00 EA	200.00	
Tonnage Weight (40 Yard Dumpster)	Estimate 33 Tons	33.00 TON	83.00 TON	2,739.00	
Umbrella w/Stand	Estimate 148	148.00 EA	15.00 EA	2,220.00	
Total:					60,025.00
Reimbursable Personnel and Services Fees					
Description	Date-Time	Units	Rate	Actual	
Event Operations					
Set Up					
Grounds Attendant Lead	Estimate 16 Hours	16.00 HR	34.00 HR	544.00	
Grounds Attendant	Estimate 60 Hours	60.00 HR	29.00 HR	1,740.00	
Janitorial Attendant	Estimate 28 Hours	28.00 HR	29.00 HR	812.00	
Electrician	Estimate 64 Hours	64.00 HR	72.50 HR	4,640.00	
Plumber	Estimate 8 Hours	8.00 HR	72.50 HR	580.00	
Event Day					
Grounds Attendant Lead	10/17/2025 02:00PM - 11:00PM	1.00 EA	34.00 HR	306.00	
Grounds Attendant	10/17/2025 02:00PM - 11:00PM	6.00 EA	29.00 HR	1,566.00	
Janitorial Attendant Lead	10/17/2025 02:00PM - 11:00PM	1.00 EA	34.00 HR	306.00	
Janitorial Attendant	10/17/2025 02:00PM - 11:00PM	22.00 EA	29.00 HR	5,742.00	
Electrician	10/17/2025 02:00PM - 11:00PM	1.00 EA	72.50 HR	652.50	

EXHIBIT A

Event Information						
Grounds Attendant Lead	10/18/2025 11:00AM - 11:00PM	1.00	EA	34.00	HR	408.00
Grounds Attendant	10/18/2025 11:00AM - 11:00PM	6.00	EA	29.00	HR	2,088.00
Janitorial Attendant Lead	10/18/2025 11:00AM - 11:00PM	1.00	EA	34.00	HR	408.00
Janitorial Attendant	10/18/2025 11:00AM - 11:00PM	22.00	EA	29.00	HR	7,656.00
Electrician	10/18/2025 11:00AM - 11:00PM	1.00	EA	72.50	HR	870.00
Grounds Attendant Lead	10/19/2025 10:00AM - 08:00PM	1.00	EA	34.00	HR	340.00
Grounds Attendant	10/19/2025 10:00AM - 08:00PM	6.00	EA	29.00	HR	1,740.00
Janitorial Attendant Lead	10/19/2025 10:00AM - 08:00PM	1.00	EA	34.00	HR	340.00
Janitorial Attendant	10/19/2025 10:00AM - 08:00PM	22.00	EA	29.00	HR	6,380.00
Electrician	10/19/2025 10:00AM - 08:00PM	1.00	EA	72.50	HR	725.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 57 Hours	57.00	HR	29.00	HR	1,653.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	29.00	HR	696.00
Electrician	Estimate 60 Hours	60.00	HR	72.50	HR	4,350.00
Plumber	Estimate 8 Hours	8.00	HR	72.50	HR	580.00
Event Sales & Services						
Event Coordinator	10/17/2025 02:00PM - 11:00PM	1.00	EA	56.00	HR	504.00
Event Coordinator	10/18/2025 11:00AM - 11:00PM	1.00	EA	56.00	HR	672.00
Event Coordinator	10/19/2025 10:00AM - 08:00PM	1.00	EA	56.00	HR	560.00
Parking						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	34.00	HR	306.00
Parking Attendant	Estimate 27 Hours	27.00	HR	29.00	HR	783.00
Safety & Security						
Security Attendant - Overnight	10/16/2025 05:00PM - 08:00AM	2.00	EA	29.00	HR	870.00
Security Attendant Lead	10/17/2025 03:00PM - 10:30PM	1.00	EA	34.00	HR	255.00
Security Attendant - EVOLV	10/17/2025 03:00PM - 10:00PM	5.00	EA	29.00	HR	1,015.00
Security Attendant	10/17/2025 03:00PM - 10:30PM	18.00	EA	29.00	HR	3,915.00
Security Attendant - Overnight	10/17/2025 10:00PM - 07:00AM	2.00	EA	29.00	HR	522.00
Security Attendant Lead	10/18/2025 11:00AM - 10:30PM	1.00	EA	34.00	HR	391.00
Security Attendant - EVOLV	10/18/2025 11:00AM - 10:00PM	5.00	EA	29.00	HR	1,595.00
Security Attendant	10/18/2025 11:00AM - 10:30PM	18.00	EA	29.00	HR	6,003.00
Security Attendant - Overnight	10/18/2025 10:00PM - 08:00AM	2.00	EA	29.00	HR	580.00
Security Attendant Lead	10/19/2025 10:00AM - 07:30PM	1.00	EA	34.00	HR	323.00
Security Attendant - EVOLV	10/19/2025 10:00AM - 07:00PM	5.00	EA	29.00	HR	1,305.00
Security Attendant	10/19/2025 10:00AM - 07:30PM	18.00	EA	29.00	HR	4,959.00
Technology						
Technology Attendant	TBD (Audio Configuration Fee)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	10/17/2025 03:30PM - 10:30PM	3.00	EA	34.00	HR	714.00
Emergency Medical Services	10/18/2025 11:30AM - 10:30PM	4.00	EA	34.00	HR	1,496.00
Emergency Medical Services	10/19/2025 10:30AM - 07:30PM	4.00	EA	34.00	HR	1,224.00

EXHIBIT A

Event Information						
Sound Engineer	10/17/2025 - 10/19/2025	1.00	EA	845.00	EA/DAY	2,535.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	8.00	HR	263.00	HR	2,104.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	5,100.00	EVT	5,100.00
						Total: 83,125.50
Summary						
Facility Rental Total						\$56,437.50
Estimated Equipment, Reimbursable Personnel and Services Total						\$143,150.50
Refundable Deposit						\$2,000.00
						Grand Total: \$201,588.00
Payment Schedule						
<u>Payment Schedule</u>		<u>Due Date</u>		<u>Amount</u>		
First Payment		Upon Signing		\$67,196.00		
Second Payment		08/16/2025		\$67,196.00		
Third Payment		09/16/2025		\$67,196.00		
						Total: \$201,588.00

Please Remit Payment in *Check Only*

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

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

3-COMPARTMENT SINKS

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EXHIBIT A

Event Information

COVID GUIDELINES

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

FOOD VENDORS

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

GLASS

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

HEALTH DEPARTMENT

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

INFLATABLE AMUSEMENTS AND ATTRACTIONS

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

OUTSIDE FOOD VENDORS

OVG Hospitality, the OCFEC Master Concessionaire will allow Adentope, Inc. dba Japan Product Promotion to operate independent food booths at \$175.00 per each 10'x10' space for the first thirty (30) food booths. Each food booth in excess of the first thirty (30) 10'x10' spaces will be charged \$150.00 per space. OVG Hospitality will invoice Adentope, Inc. dba Japan Product Promotion for the total amount due and will require full payment prior to the start of the event. Payment must be made by no later than **Thursday - October 16, 2025**.

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

PROPANE

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

TEMPORARY STRUCTURES

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

September 3 - 8, 2025

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

See Exhibit A

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

626 Night Market - OC

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

\$156,795.00

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information				
Event Name:	626 Night Market - OC	Contract No:		R-016-25
Contact Person:	Jonny Hwang	Phone:		(626) 765-5066
Event Date:	09/05/2025 - 09/07/2025	Hours:		Friday - Sunday: 4:00 PM - 11:00 PM
Admission Price:	\$5.00			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:		25,000
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Wednesday				
OC Promenade (Span)	09/03/2025 07:00 AM - 11:59 PM	Move In	1,362.50	
½ Parking Lot G	09/03/2025 07:00 AM - 11:59 PM	Move In	562.50	
Parking Lot I	09/03/2025 07:00 AM - 11:59 PM	Move In	1,125.00	
Thursday				
OC Promenade (Span)	09/04/2025 07:00 AM - 11:59 PM	Move In	1,362.50	
½ Parking Lot G	09/04/2025 07:00 AM - 11:59 PM	Move In	562.50	
Parking Lot I	09/04/2025 07:00 AM - 11:59 PM	Move In	1,125.00	
Friday				
OC Promenade (Span)	09/05/2025 04:00 PM - 11:00 PM	Event	2,725.00	
½ Parking Lot G	09/05/2025 04:00 PM - 11:00 PM	Event	1,125.00	
Parking Lot I	09/05/2025 04:00 PM - 11:00 PM	Event	2,250.00	
Saturday				
OC Promenade (Span)	09/06/2025 04:00 PM - 11:00 PM	Event	2,725.00	
½ Parking Lot G	09/06/2025 04:00 PM - 11:00 PM	Event	1,125.00	
Parking Lot I	09/06/2025 04:00 PM - 11:00 PM	Event	2,250.00	
Sunday				
OC Promenade (Span)	09/07/2025 04:00 PM - 11:00 PM	Event	2,725.00	
½ Parking Lot G	09/07/2025 04:00 PM - 11:00 PM	Event	1,125.00	
Parking Lot I	09/07/2025 04:00 PM - 11:00 PM	Event	2,250.00	
Monday				
OC Promenade (Span)	09/08/2025 07:00 AM - 11:59 AM	Move Out	No Charge	
½ Parking Lot G	09/08/2025 07:00 AM - 11:59 AM	Move Out	No Charge	
Parking Lot I	09/08/2025 07:00 AM - 11:59 AM	Move Out	No Charge	
		Total:	24,400.00	

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

Move out must be completed by 11:59 AM Monday - September 8, 2025 to avoid additional charges.

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

EXHIBIT A

Event Information						
Cable Ramp	Estimate 200	200.00	EA	15.00	EA	3,000.00
Concrete Base	Estimate 2	2.00	EA	75.00	EA	150.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 83	83.00	EA	55.00	EA	4,565.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,750.00	EVT	2,750.00
EVOLV - Weapon Detection System	09/05/2025 - 09/07/2025	1.00	EA	800.00	EA/DAY	2,400.00
Forklift (40 Yard Dumpster)	Estimate 36 Hours	36.00	HR	75.00	HR	2,700.00
Forklift (Equipment)	Estimate 30 Hours	30.00	HR	75.00	HR	2,250.00
Forklift (Picnic Tables)	Estimate 15 Hours	15.00	HR	75.00	HR	1,125.00
Man Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Marquee Board	08/11/2025 - 09/07/2025	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 130	130.00	EA	15.00	EA	1,950.00
Portable Electronic Message Board	09/05/2025 - 09/07/2025	2.00	EA	75.00	EA/DAY	450.00
Sand Bag	TBD	TBD	EA	0.50	EA	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Flat Rate	1.00	EA	400.00	FLAT	400.00
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Tonnage Weight (40 Yard Dumpster)	Estimate 22 Tons	22.00	TON	80.00	TON	1,760.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						30,430.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>		
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	34.00	HR	408.00
Grounds Attendant (Fence Panels)	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	29.00	HR	1,624.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	29.00	HR	580.00
Electrician	Estimate 57 Hours	57.00	HR	72.50	HR	4,132.50
Plumber	Estimate 11 Hours	11.00	HR	72.50	HR	797.50
Event Day						
Grounds Attendant Lead	09/05/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	09/05/2025 07:00AM - 03:30PM	4.00	EA	29.00	HR	986.00
Grounds Attendant	09/05/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Janitorial Attendant Lead	09/05/2025 02:00PM - 12:00AM	1.00	EA	34.00	HR	340.00
Janitorial Attendant	09/05/2025 02:00PM - 12:00AM	17.00	EA	29.00	HR	4,930.00
Janitorial Attendant	09/05/2025 06:00PM - 12:00AM	8.00	EA	29.00	HR	1,392.00
Electrician	09/05/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Plumber	09/05/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Grounds Attendant Lead	09/06/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	09/06/2025 07:00AM - 03:30PM	4.00	EA	29.00	HR	986.00
Grounds Attendant	09/06/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Janitorial Attendant Lead	09/06/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	09/06/2025 06:00PM - 12:00AM	8.00	EA	29.00	HR	1,392.00
Janitorial Attendant	09/06/2025 03:00PM - 12:00AM	21.00	EA	29.00	HR	5,481.00
Electrician	09/06/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Plumber	09/06/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50

EXHIBIT A

Event Information						
Grounds Attendant Lead	09/07/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	09/07/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Grounds Attendant	09/07/2025 07:00AM - 03:30PM	4.00	EA	29.00	HR	986.00
Janitorial Attendant Lead	09/07/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	09/07/2025 06:00PM - 12:00AM	8.00	EA	29.00	HR	1,392.00
Janitorial Attendant	09/07/2025 03:00PM - 12:00AM	17.00	EA	29.00	HR	4,437.00
Electrician	09/07/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Plumber	09/07/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	29.00	HR	1,624.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	29.00	HR	696.00
Electrician	Estimate 48 Hours	48.00	HR	72.50	HR	3,480.00
Plumber	Estimate 11 Hours	11.00	HR	72.50	HR	797.50
Event Sales & Services						
Event Coordinator	09/05/2025 02:00PM - 11:30PM	1.00	EA	56.00	HR	532.00
Event Coordinator	09/06/2025 02:00PM - 11:30PM	1.00	EA	56.00	HR	532.00
Event Coordinator	09/07/2025 02:00PM - 11:30PM	1.00	EA	56.00	HR	532.00
Parking						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	34.00	HR	816.00
Parking Attendant	Estimate 54 Hours	54.00	HR	29.00	HR	1,566.00
Safety & Security						
Security Attendant - Overnight	09/04/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
Security Attendant Lead	09/05/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - Vendor Gate	09/05/2025 02:00PM - 11:30PM	1.00	EA	29.00	HR	275.50
Security Attendant	09/05/2025 03:00PM - 11:30PM	14.00	EA	29.00	HR	3,451.00
Security Attendant - Overnight	09/05/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
Security Attendant Lead	09/06/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - Vendor Gate	09/06/2025 02:00PM - 11:30PM	1.00	EA	29.00	HR	275.50
Security Attendant	09/06/2025 03:00PM - 11:30PM	14.00	EA	29.00	HR	3,451.00
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Security Attendant Lead	09/07/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - Vendor Gate	09/07/2025 02:00PM - 11:30PM	1.00	EA	29.00	HR	275.50
Security Attendant	09/07/2025 03:00PM - 11:30PM	14.00	EA	29.00	HR	3,451.00
Security Attendant - Overnight	09/07/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
Technology						
Technology Attendant	TBD			TBD	HR	56.00
						TBD
Outside Services						
Costa Mesa Police Department	TBD			TBD	EVT	TBD
Emergency Medical Services	09/05/2025 03:30PM - 11:30PM	4.00	EA	34.00	HR	1,088.00
Emergency Medical Services	09/06/2025 03:30PM - 11:30PM	4.00	EA	34.00	HR	1,088.00
Emergency Medical Services	09/07/2025 03:30PM - 11:30PM	4.00	EA	34.00	HR	1,088.00
Orange County Sheriff Services	09/05/2025 Estimate Only	1.00	EA	6,000.00	EVT	6,000.00
Orange County Sheriff Services	09/06/2025 Estimate Only	1.00	EA	6,000.00	EVT	6,000.00

EXHIBIT A

Event Information						
Orange County Sheriff Services	09/07/2025 Estimate Only	1.00	EA	6,000.00	EVT	6,000.00
Sound Engineer	09/05/2025 - 09/07/2025	1.00	EA	845.00	EA/DAY	2,535.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,600.00	EVT	4,600.00
					Total:	\$96,965.00

Summary						
Facility Rental Total						\$24,400.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$127,395.00
Refundable Deposit						\$5,000.00
					Grand Total:	\$156,795.00

Payment Schedule						
Payment Schedule					Due Date	Amount
First Payment					Upon Signing	\$78,397.50
Second Payment					07/07/2025	\$78,397.50
					Total:	\$156,795.00

Please Remit Payment in *Check Only*

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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>

FOOD & BEVERAGE VENDOR FEE – 626 NIGHT MARKET - OC

Incuplace, LLC agrees to pay \$110.00 per food vendor (per 10'x10' space) and \$60.00 per food truck to OVG Hospitality by no later than **Monday - August 25, 2025**. OVG Hospitality will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to OVG Hospitality with submittal of associated fees.

FUTURE TERMS

Future terms and agreements subject to change.

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

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

August 27 - 28, 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:

\$20,570.25

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
17151 Newhope Street, Suite 101
Fountain Valley, CA 92708

By: _____ Date: _____
Title: Roy Englebrecht, Promoter

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

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

EXHIBIT A

Event Information				
Event Name:	Fight Club OC	Contract No:	R-026-25	
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155	
Event Date:	08/28/2025	Hours:	Happy Hour (Baja Grill):	5:30 PM - 6:30 PM
Admission Price:	Adult: \$40.00 - \$80.00	Doors:	6:00 PM	
Vehicle Parking Fee:	\$12.00 General Parking	Event:	7:00 PM - 10:00 PM	
Projected Attendance:			1,200	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Wednesday				
The Hangar	08/27/2025 06:00 AM - 11:59 PM	Move In	600.00	
Thursday				
The Hangar	08/28/2025 05:30 PM - 10:00 PM	Event	2,825.00	
			Total:	3,425.00
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 - August 28, 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	08/28/2025	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	08/28/2025	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	08/28/2025	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen	08/28/2025	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
			Total:	8,055.00
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 16 Hours	16.00 HR	29.00 HR	464.00
Electrician	Estimate 2 Hours	2.00 HR	72.50 HR	145.00

EXHIBIT A

Event Information						
Event Day						
Grounds Attendant Lead	08/28/2025 05:30PM - 10:00PM	1.00	EA	34.00	HR	153.00
Grounds Attendant	08/28/2025 05:30PM - 10:00PM	2.00	EA	29.00	HR	261.00
Janitorial Attendant	08/28/2025 05:30PM - 10:00PM	2.00	EA	29.00	HR	261.00
Electrician	08/28/2025 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	08/28/2025 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	08/28/2025 06:15PM - 10:45PM	1.00	EA	34.00	HR	153.00
Security Attendant	08/28/2025 04:30PM - 09:00PM	2.00	EA	29.00	HR	261.00
Security Attendant	08/28/2025 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

Payment Schedule	Due Date	Amount
First Payment	Upon Signing	\$10,285.25
Second Payment	08/20/2025	\$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.

REVIEWED_____

APPROVED_____

AGREEMENT NO.	R-041-25
DATE	June 25, 2025
FAIRTIME	
INTERIM	XX

RENTAL AGREEMENT

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

WITNESSETH:

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

August 28 - 31, 2025

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

See Exhibit A

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

Shoreline Dog Fanciers Association

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

\$84,101.50

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.

**Shoreline Dog Fanciers Association
14306 Holt Avenue
North Tustin, CA 92705**

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

By _____ Date: _____
Title: Kathy Webster, Show Chair

By _____ Date: _____
Title: Ken Karns, Chief Operating Officer

EXHIBIT A

Event Information				
Event Name:	Shoreline Dog Fanciers Association	Contract No:		R-041-25
Contact Person:	Kathy Webster	Phone:		(714) 454-6708
Event Date:	08/29/2025 - 08/31/2025	Hours:		Friday - Sunday: 8:00 AM - 5:00 PM
Admission Price:	Free			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:		1,000
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>
Thursday				
Anaheim Building (#16)	08/28/2025 10:00 AM - 10:00 PM	Move In		1,362.50
Huntington Beach Building (#12)	08/28/2025 10:00 AM - 10:00 PM	Move In		1,912.50
Los Alamitos Building (#14)	08/28/2025 10:00 AM - 10:00 PM	Move In		1,712.50
OC Promenade (Span)	08/28/2025 10:00 AM - 10:00 PM	Move In		1,362.50
Friday				
Anaheim Building (#16)	08/29/2025 08:00 AM - 05:00 PM	Event		2,725.00
Huntington Beach Building (#12)	08/29/2025 08:00 AM - 05:00 PM	Event		3,825.00
Los Alamitos Building (#14)	08/29/2025 08:00 AM - 05:00 PM	Event		3,425.00
OC Promenade (Span)	08/29/2025 08:00 AM - 05:00 PM	Event		2,725.00
Saturday				
Anaheim Building (#16)	08/30/2025 08:00 AM - 05:00 PM	Event		2,725.00
Huntington Beach Building (#12)	08/30/2025 08:00 AM - 05:00 PM	Event		3,825.00
Los Alamitos Building (#14)	08/30/2025 08:00 AM - 05:00 PM	Event		3,425.00
OC Promenade (Span)	08/30/2025 08:00 AM - 05:00 PM	Event		2,725.00
Sunday				
Anaheim Building (#16)	08/31/2025 08:00 AM - 05:00 PM	Event		2,725.00
Huntington Beach Building (#12)	08/31/2025 08:00 AM - 05:00 PM	Event		3,825.00
Los Alamitos Building (#14)	08/31/2025 08:00 AM - 05:00 PM	Event		3,425.00
OC Promenade (Span)	08/31/2025 08:00 AM - 05:00 PM	Event		2,725.00
Total:				44,450.00
Hosting of this event in the above specified spaces, Anaheim Building, Huntington Beach Building, Los Alamitos Building and OC Promenade, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
Move out must be completed by 11:59 PM Sunday - August 31, 2025 to avoid additional charges.				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
30 Amp Drop - Campers	TBD (2024 = 10 EA)	TBD EA	50.00 EA	TBD
50 Amp Drop - Campers	TBD (2024 = 17 EA)	TBD EA	70.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 25	25.00 EA	15.00 EA	375.00
Dumpster	Estimate 30	30.00 EA	20.00 EA	600.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,300.00 EVT	2,300.00
Forklift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Hang Tag - 3 Day	Estimate 12	12.00 EA	18.00 EA	216.00
Marquee Board	08/04/2025 - 08/31/2025	4.00 WK	TBD 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	4.00 EA	75.00 EA/DAY	900.00
RV Camping	TBD (2024 = 136 EA)	TBD EA	45.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD

EXHIBIT A

Event Information					
		Estimate	Actual	Total:	5,996.00
Sweeper (In-House)	Estimate 13 Hours	13.00	HR	75.00	HR
Wireless Microphone	Estimate 1	1.00	EA	50.00	EA
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 20 Hours	20.00	HR	29.00	HR
Janitorial Attendant	Estimate 20 Hours	20.00	HR	29.00	HR
Electrician	Estimate 20 Hours	20.00	HR	72.50	HR
Event Day					
Grounds Attendant Lead	08/29/2025 07:00AM - 06:00PM	1.00	EA	34.00	HR
Grounds Attendant	08/29/2025 07:00AM - 06:00PM	4.00	EA	29.00	HR
Janitorial Attendant Lead	08/29/2025 07:00AM - 06:00PM	1.00	EA	34.00	HR
Janitorial Attendant	08/29/2025 07:00AM - 06:00PM	8.00	EA	29.00	HR
Grounds Attendant Lead	08/30/2025 07:00AM - 06:00PM	1.00	EA	34.00	HR
Grounds Attendant	08/30/2025 07:00AM - 06:00PM	4.00	EA	29.00	HR
Janitorial Attendant Lead	08/30/2025 07:00AM - 06:00PM	1.00	EA	34.00	HR
Janitorial Attendant	08/30/2025 07:00AM - 06:00PM	8.00	EA	29.00	HR
Grounds Attendant Lead	08/31/2025 07:00AM - 06:00PM	1.00	EA	34.00	HR
Grounds Attendant	08/31/2025 07:00AM - 06:00PM	4.00	EA	29.00	HR
Janitorial Attendant Lead	08/31/2025 07:00AM - 06:00PM	1.00	EA	34.00	HR
Janitorial Attendant	08/31/2025 07:00AM - 06:00PM	8.00	EA	29.00	HR
Clean Up					
Grounds Attendant	Estimate 40 Hours	40.00	HR	43.50	HR*
Janitorial Attendant	Estimate 20 Hours	20.00	HR	43.50	HR*
Electrician	Estimate 8 Hours	8.00	HR	108.75	HR*
Event Sales & Services					
Event Coordinator	08/29/2025 07:00AM - 06:00PM	1.00	EA	56.00	HR
Event Coordinator	08/30/2025 07:00AM - 06:00PM	1.00	EA	56.00	HR
Event Coordinator	08/31/2025 07:00AM - 06:00PM	1.00	EA	56.00	HR
Parking					
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR
Safety & Security					
Security Attendant - Overnight	08/28/2025 09:00PM - 06:30AM	1.00	EA	29.00	HR
Security Attendant Lead	08/29/2025 07:00AM - 05:30PM	1.00	EA	34.00	HR
Security Attendant	08/29/2025 07:00AM - 05:30PM	6.00	EA	29.00	HR
Security Attendant - Overnight	08/29/2025 11:45PM - 06:30AM	1.00	EA	29.00	HR
Security Attendant Lead	08/30/2025 07:00AM - 05:30PM	1.00	EA	34.00	HR
Security Attendant	08/30/2025 07:00AM - 05:30PM	6.00	EA	29.00	HR
Security Attendant - Overnight	08/30/2025 11:45PM - 06:30AM	1.00	EA	29.00	HR

EXHIBIT A

Event Information						
Security Attendant Lead	08/31/2025 07:00AM - 05:30PM	1.00	EA	34.00	HR	357.00
Security Attendant	08/31/2025 07:00AM - 05:30PM	6.00	EA	29.00	HR	1,827.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	08/29/2025 07:30AM - 05:30PM	2.00	EA	34.00	HR	680.00
Emergency Medical Services	08/30/2025 07:30AM - 05:30PM	2.00	EA	34.00	HR	680.00
Emergency Medical Services	08/31/2025 07:30AM - 05:30PM	2.00	EA	34.00	HR	680.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
				Total:		32,155.50
Summary						
Facility Rental Total						\$44,450.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$38,151.50
Refundable Deposit						\$1,500.00
*State Holiday Rate				Grand Total:		\$84,101.50
Payment Schedule						
First Payment			Due Date		Amount	
Second Payment			<i>Upon Signing</i>		\$42,050.75	
			07/28/2025		\$42,050.75	
				Total:		\$84,101.50

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CAMPING

Shoreline Dog Fanciers Association to submit itemized list detailing number of camper units/days on grounds. List is to be submitted to OCFEC by no later than **Wednesday - September 3, 2025**. Payment due by **Wednesday - September 10, 2025**.

CANNABIS EVENTS

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

EXHIBIT A

Event Information

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

POOP SCOOP TEAM

Renter agrees to provide plastic pet waste bags used by exhibitors bringing their dogs onto the grounds, and agrees to advise them that they are responsible for cleaning up after their dogs. Dogs must be on a leash at all times.

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 Shoreline Dog Fanciers Association must comply with request.**

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-045-25**
DATE **September 4, 2025**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

November 7 - 10, 2025

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

See Exhibit A

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

Repticon

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

\$24,185.50

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.

**Vivid Special Events, LLC
141 East Central Avenue, Ste 430
Winter Haven, FL 33880**

By: _____ Date: _____
Title: Lisa Parker, Special Events Manager

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

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

EXHIBIT A

Event Information					
Event Name:	Repticon	Contract No:			R-045-25
Contact Person:	Lisa Parker	Phone:			(863) 268-4273 x200
Event Date:	11/08/2025 - 11/09/2025	Hours:			Saturday: 9:00 AM - 4:00 PM
					Saturday Auction: 4:30 PM - 6:00 PM
					Sunday: 10:00 AM - 4:00 PM
Admission Price:	TBD				
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:			2,000
Facility Rental Fees					
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>			<u>Actual</u>
Friday					
Huntington Beach Building (#12)	11/07/2025 09:30 AM - 08:00 PM	Move In			1,912.50
Saturday					
Huntington Beach Building (#12)	11/08/2025 09:00 AM - 04:00 PM	Event			3,825.00
Sunday					
Huntington Beach Building (#12)	11/09/2025 10:00 AM - 04:00 PM	Event			3,825.00
Monday					
Huntington Beach Building (#12)	11/10/2025 06:00 AM - 11:59 AM	Move Out			No Charge
			Total:		9,562.50
Hosting of this event in the above specified space, Huntington Beach Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 AM Monday - November 10, 2025 to avoid additional charges.					
Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA		TBD
Cable Ramp	TBD	TBD EA	15.00 EA		TBD
Dumpster	Estimate 17	17.00 EA	20.00 EA		340.00
Electrical Splitter Box	Estimate 19	19.00 EA	55.00 EA		1,045.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,150.00 EVT		1,150.00
Forklift	TBD	TBD HR	75.00 HR		TBD
Hang Tag - 2 Day	Estimate 51	51.00 EA	12.00 EA		612.00
Manlift	Estimate 4 Hours	4.00 HR	75.00 HR		300.00
Marquee Board	11/01/2025 - 11/09/2025	1.00 WK	Included		Included
Portable Electronic Message Board	11/08/2025 - 11/09/2025	2.00 EA	75.00 EA/DAY		300.00
Public Address System (Per Building)	11/08/2025 - 11/09/2025	1.00 EA	75.00 EA/DAY		150.00
Scissor Lift	TBD	TBD HR	75.00 HR		TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR		225.00
			Total:		4,122.00
Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
Event Operations					
Set Up					
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	34.00 HR		272.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	29.00 HR		232.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR		232.00
Electrician	Estimate 8 Hours	8.00 HR	72.50 HR		580.00
Event Day					
Grounds Attendant Lead	11/08/2025 08:00AM - 05:00PM	1.00 EA	34.00 HR		306.00
Grounds Attendant	11/08/2025 08:00AM - 05:00PM	1.00 EA	29.00 HR		261.00
Janitorial Attendant	11/08/2025 08:00AM - 05:00PM	2.00 EA	29.00 HR		522.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	11/09/2025 09:00AM - 05:00PM	1.00	EA	34.00	HR	272.00
Grounds Attendant	11/09/2025 09:00AM - 05:00PM	1.00	EA	29.00	HR	232.00
Janitorial Attendant	11/09/2025 09:00AM - 05:00PM	2.00	EA	29.00	HR	464.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Electrician	Estimate 4 Hours	4.00	HR	72.50	HR	290.00
Event Sales & Services						
Event Coordinator	11/08/2025 08:00AM - 05:00PM	1.00	EA	56.00	HR	504.00
Event Coordinator	11/09/2025 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 - Overnight	11/07/2025 09:00PM - 07:00AM	1.00	EA	29.00	HR	290.00
Security Attendant	11/08/2025 08:00AM - 04:30PM	2.00	EA	29.00	HR	493.00
Security Attendant	11/08/2025 08:00AM - 06:30PM	1.00	EA	29.00	HR	304.50
Security Attendant - Overnight	11/08/2025 07:00PM - 08:00AM	1.00	EA	29.00	HR	377.00
Security Attendant	11/09/2025 09:00AM - 04:30PM	2.00	EA	29.00	HR	435.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	11/08/2025 08:30AM - 04:30PM	2.00	EA	34.00	HR	544.00
Emergency Medical Services	11/09/2025 09:30AM - 04:30PM	2.00	EA	34.00	HR	476.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
				Total:	9,501.00	

Summary

Facility Rental Total		\$9,562.50
Estimated Equipment, Reimbursable Personnel and Services Total		\$13,623.00
Refundable Deposit		\$1,000.00
	Grand Total:	\$24,185.50

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	Upon Signing	\$12,092.75
Second Payment	10/07/2025	\$12,092.75
	Total:	\$24,185.50

Please Remit Payment in *Check Only*

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

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-047-25**
DATE **August 11, 2025**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Silver Ince Productions** 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 7 - 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:

OC Wine Fest

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

\$25,808.00

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.

**Silver Ince Productions
21131 Via Canon
Yorba Linda, CA 92887**

By: _____ Date: _____
Title: Corey Silverman, Chief of Operations

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

By: _____ Date: _____
Title: James Canfield, Chief Executive Officer

EXHIBIT A

Event Information				
Event Name:	OC Wine Fest	Contract No:		R-047-25
Contact Person:	Corey Silverman	Phone:		(714) 865-4100
Event Date:	11/08/2025 - 11/09/2025	Hours:	Saturday: 12:00 PM - 8:00 PM Sunday: 12:00 PM - 3:00 PM	VIP: 11:30 AM VIP: 11:30 AM
Admission Price:	\$60.00 - \$100.00			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:		1,800
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Friday				
The Hangar	11/07/2025 07:00 AM - 08:00 PM	Move In		2,012.50
Saturday				
The Hangar	11/08/2025 11:30 AM - 08:00 PM	Event		4,025.00
Sunday				
The Hangar	11/09/2025 11:30 AM - 03:00 PM	Event		4,025.00
			Total:	10,062.50
Hosting of this event in the above specified space, The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
Move out must be completed by 11:59 PM Sunday - November 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>
Barricade (Plastic)	Estimate 20	20.00 EA	15.00 EA	300.00
Dumpster	Estimate 9	9.00 EA	20.00 EA	180.00
Electrical Usage Rate	Estimate Only	1.00 EA	775.00 EVT	775.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Man Lift	Estimate 11 Hours	11.00 HR	75.00 HR	825.00
Portable Electronic Message Board	11/08/2025 - 11/09/2025	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stanchion	Estimate 30	30.00 EA	5.00 EA	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
			Total:	2,905.00
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	34.00 HR	272.00
Grounds Attendant	Estimate 14 Hours	14.00 HR	29.00 HR	406.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00
Grounds Attendant Lead	11/08/2025 10:30AM - 09:00PM	1.00 EA	34.00 HR	357.00
Grounds Attendant	11/08/2025 10:30AM - 09:00PM	1.00 EA	29.00 HR	304.50
Janitorial Attendant	11/08/2025 10:30AM - 09:00PM	4.00 EA	29.00 HR	1,218.00
Grounds Attendant Lead	11/09/2025 10:30AM - 04:00PM	1.00 EA	34.00 HR	187.00
Grounds Attendant	11/09/2025 10:30AM - 04:00PM	1.00 EA	29.00 HR	159.50
Janitorial Attendant	11/09/2025 10:30AM - 04:00PM	4.00 EA	29.00 HR	638.00

EXHIBIT A

Event Information						
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	29.00	HR	348.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	29.00	HR	348.00
Event Sales & Services						
Event Coordinator	11/08/2025 10:30AM - 09:00PM	1.00	EA	56.00	HR	588.00
Event Coordinator	11/09/2025 10:30AM - 04:00PM	1.00	EA	56.00	HR	308.00
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	11/08/2025 10:30AM - 08:30PM	1.00	EA	34.00	HR	340.00
Security Attendant	11/08/2025 10:30AM - 08:30PM	6.00	EA	29.00	HR	1,740.00
Security Attendant Lead	11/09/2025 10:30AM - 03:30PM	1.00	EA	34.00	HR	170.00
Security Attendant	11/09/2025 10:30AM - 03:30PM	6.00	EA	29.00	HR	870.00
Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	11/08/2025 11:00AM - 08:30PM	2.00	EA	34.00	HR	646.00
Emergency Medical Services	11/09/2025 11:00AM - 03:30PM	2.00	EA	34.00	HR	306.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						10,840.50
Summary						
Facility Rental Total						\$10,062.50
Estimated Equipment, Reimbursable Personnel and Services Total						\$13,745.50
Refundable Deposit						\$2,000.00
Grand Total:						\$25,808.00
Payment Schedule						
Payment Schedule		Due Date		Amount		
First Payment		Upon Signing		\$12,904.00		
Second Payment		10/07/2025		\$12,904.00		
Total:						\$25,808.00

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

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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, Silver Ince Productions must comply with request.**

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

AGREEMENT NO.	R-077-25
DATE	June 18, 2025
FAIRTIME	
INTERIM	XX

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **NAIOP SoCal** 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 - 10, 2025

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

See Exhibit A

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

Night at the Fights

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

\$36,856.50

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.

**NAIOP SoCal
918 East Santa Ana Boulevard
Santa Ana, CA 92701**

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

By _____ Date: _____
Title: Timothy Jemal, CEO

By _____ Date: _____
Title: Ken Karns, Chief Operating Officer

EXHIBIT A

Event Information					
Event Name:	Night at the Fights	Contract No:			R-077-25
Contact Person:	Ryan Zynger	Phone:			(310) 880-8386
Event Date:	10/09/2025	Hours:			Cocktail Hour: 5:00 PM - 7:00 PM Dinner & Fights: 7:00 PM - 9:00 PM Casino & Cigar Lounge: 9:00 PM - 12:00 AM
Admission Price:	Private Event				
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:			900
Facility Rental Fees					
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>			<u>Actual</u>
Wednesday					
OC Promenade (Span)	10/08/2025 07:00 AM - 11:59 PM	Move In			1,362.50
The Hangar	10/08/2025 07:00 AM - 11:59 PM	Move In			2,012.50
Thursday					
OC Promenade (Span)	10/09/2025 05:00 PM - 07:00 PM	Event			2,725.00
¼ Main Mall	10/09/2025 09:00 PM - 12:00 AM	Event			487.50
The Hangar	10/09/2025 07:00 PM - 12:00 AM	Event			4,025.00
Friday					
OC Promenade (Span)	10/10/2025 07:00 AM - 11:59 AM	Move Out			No Charge
The Hangar	10/10/2025 07:00 AM - 11:59 AM	Move Out			No Charge
			Total:		10,612.50
Hosting of this event in the above specified spaces, OC Promenade, Main Mall and The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.					
Move out must be completed by 11:59 AM Friday - October 10, 2025 to avoid additional charges.					
Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA		TBD
50 Amp Drop	TBD	TBD EA	70.00 EA		TBD
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA		360.00
Barricade (Plastic)	Estimate 20	20.00 EA	15.00 EA		300.00
Cable Ramp	Estimate 24	24.00 EA	15.00 EA		360.00
Chair (Individual)	Estimate 82	82.00 EA	2.50 EA		205.00
Dumpster	Estimate 20	20.00 EA	20.00 EA		400.00
Electrical Splitter Box	Estimate 7	7.00 EA	55.00 EA		385.00
Electrical Usage Rate	Estimate Only	1.00 EA	775.00 EVT		775.00
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR		600.00
Portable Electronic Message Board	10/09/2025	3.00 EA	75.00 EA/DAY		225.00
Projector (12,000 Lumens)	10/09/2025	1.00 EA	3,000.00 EA/DAY		3,000.00
Projector Screen in Hangar	10/09/2025	1.00 EA	300.00 EA/DAY		300.00
Sweeper (In-House)	Estimate 11 Hours	11.00 HR	75.00 HR		825.00
			Total:		7,735.00
Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
Event Operations					
Set Up					
Grounds Attendant 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 8 Hours	8.00 HR	29.00 HR		232.00
Electrician	Estimate 8 Hours	8.00 HR	72.50 HR		580.00

EXHIBIT A

Event Information						
Event Day						
Grounds Attendant Lead	10/09/2025 04:00PM - 01:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	10/09/2025 04:00PM - 01:00AM	2.00	EA	29.00	HR	522.00
Janitorial Attendant	10/09/2025 04:00PM - 01:00AM	3.00	EA	29.00	HR	783.00
Electrician	10/09/2025 04:00PM - 01:00AM	1.00	EA	72.50	HR	652.50
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	34.00	HR	340.00
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
Event Sales & Services						
Event Coordinator	10/09/2025 04:00PM - 01:00AM	1.00	EA	56.00	HR	504.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 36 Hours	36.00	HR	29.00	HR	1,044.00
Safety & Security						
Security Attendant - Overnight	10/08/2025 06:00PM - 09:00AM	1.00	EA	29.00	HR	435.00
Security Attendant Lead	10/09/2025 04:00PM - 12:30AM	1.00	EA	34.00	HR	289.00
Security Attendant	10/09/2025 04:00PM - 12:30AM	6.00	EA	29.00	HR	1,479.00
Technology						
Technology Attendant	10/09/2025 04:00PM - 01:00AM	1.00	EA	56.00	HR	504.00
Outside Services						
Emergency Medical Services	10/09/2025 04:30PM - 12:30AM	2.00	EA	34.00	HR	544.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
Sound Engineer	TBD	TBD	EA	845.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						\$11,009.00

Summary

Facility Rental Total		\$10,612.50
Estimated Equipment, Reimbursable Personnel and Services Total		\$18,744.00
<i>Parking Buyout (Based upon 500 vehicles at \$12.00 each)</i>		\$6,000.00
Refundable Deposit		\$1,500.00

Grand Total: **\$36,856.50**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	Upon Signing	\$12,285.75
Second Payment	08/08/2025	\$12,285.75
Third Payment	09/08/2025	\$12,285.00

Total: **\$36,856.50**

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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>

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.

EXHIBIT A

Event Information

PROPANE

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

RECYCLING / SB 1383

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

RIGGING

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. NAIOP SoCal must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, NAIOP SoCal 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.

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-078-25**
DATE **August 20, 2025**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **California Online Public Schools** 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 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:

California Online Public Schools - Fall Festival

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

\$18,996.50

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" "I" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

**California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675**

By: _____ Date: _____
Title: Richard Savage, Executive Director

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

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

EXHIBIT A

Event Information				
Event Name:	California Online Public Schools - Fall Festival	Contract No:		R-078-25
Contact Person:	Kimberley Benumof	Phone:		(949) 328-6460
Event Date:	10/16/2025	Hours:		10:00 AM - 2:00 PM
Admission Price:	No Charge (Private Event)			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:		1,200
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Thursday				
Country Meadows	10/16/2025 07:00 AM - 10:00 AM	Move In		Included
Huntington Beach Building (#12)	10/16/2025 07:00 AM - 10:00 AM	Move In		Included
Santa Ana Pavilion (Parade of Products)	10/16/2025 07:00 AM - 10:00 AM	Move In		Included
Country Meadows	10/16/2025 10:00 AM - 02:00 PM	Event		2,150.00
Huntington Beach Building (#12)	10/16/2025 10:00 AM - 02:00 PM	Event		3,825.00
Santa Ana Pavilion (Parade of Products)	10/16/2025 10:00 AM - 02:00 PM	Event		2,425.00
			Total:	8,400.00
Hosting of this event in the above specified spaces, Country Meadows, Huntington Beach Building and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
Move out must be completed by 11:59 PM Thursday - October 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>
10 MB Internet - Hard Line	10/16/2025	2.00 EA	150.00 EA/DAY	300.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 153	153.00 EA	2.50 EA	382.50
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	400.00 EVT	400.00
Forklift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Hang Tag - 1 Day	Estimate 177	177.00 EA	6.00 EA	1,062.00
Picnic Table (Rectangular & Round)	Estimate 51	51.00 EA	15.00 EA	765.00
Portable Electronic Message Board	10/16/2025	2.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD
			Total:	4,584.50
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 12 Hours	12.00 HR	29.00 HR	348.00
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 Day				
Grounds Attendant Lead	10/16/2025 09:00AM - 03:00PM	1.00 EA	34.00 HR	204.00
Grounds Attendant	10/16/2025 09:00AM - 03:00PM	1.00 EA	29.00 HR	174.00
Janitorial Attendant	10/16/2025 09:00AM - 03:00PM	4.00 EA	29.00 HR	696.00

EXHIBIT A

Event Information						
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	34.00	HR	136.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Janitorial Attendant	Estimate 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	10/16/2025 09:00AM - 03:00PM	1.00	EA	56.00	HR	336.00
Parking						
Parking Attendant	Estimate 5 Hours	5.00	HR	29.00	HR	145.00
Safety & Security						
Security Attendant Lead	10/16/2025 09:00AM - 02:30PM	1.00	EA	34.00	HR	187.00
Security Attendant	10/16/2025 09:00AM - 02:30PM	2.00	EA	29.00	HR	319.00
Security Attendant (Bag Check)	10/16/2025 09:00AM - 02:30PM	3.00	EA	29.00	HR	478.50
Outside Services						
Emergency Medical Services	10/16/2025 09:30AM - 02:30PM	2.00	EA	34.00	HR	340.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
						Total: 4,512.00
Summary						
Facility Rental Total						\$8,400.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$9,096.50
Refundable Deposit						\$1,500.00
						Grand Total: \$18,996.50
Payment Schedule						
Payment Schedule				Due Date		Amount
First Payment				Upon Signing		\$9,498.25
Second Payment				09/16/2025		\$9,498.25
						Total: \$18,996.50

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. Only OVG Hospitality, the OCFEC Master Concessionaire shall 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>

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.

OUTSIDE FOOD & BEVERAGE

OGV Hospitality agrees to allow California Connections Academy Southern California attendees to bring in outside food and beverage. Glass bottles brought on the grounds by attendees is strictly prohibited. OVG Hospitality will have concessions food and beverage services available for attendees.

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, California Online Public Schools must comply with request.**

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-079-25**DATE **June 19, 2025**

FAIRTIME

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

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

WITNESSETH:

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

October 10 - 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:

OC Fall Home Show

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

\$30,968.00

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.

**Ultimate Trade Shows & Events, Inc.
P.O. Box 986
Riverton, UT 84065**

By: _____ Date: _____
Title: Sylvia Andersen, Promoter

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

By: _____ Date: _____
Title: Ken Karns, Chief Operating Officer

EXHIBIT A

Event Information			
Event Name:	OC Fall Home Show	Contract No:	R-079-25
Contact Person:	Sylvia Andersen	Phone:	(801) 599-6664
Event Date:	10/11/2025 - 10/12/2025	Hours:	Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Anaheim Building (#16)	10/10/2025 08:00 AM - 10:00 PM	Move In	1,362.50
Los Alamitos Building (#14)	10/10/2025 08:00 AM - 10:00 PM	Move In	1,712.50
Saturday			
Anaheim Building (#16)	10/11/2025 10:00 AM - 06:00 PM	Event	2,725.00
Los Alamitos Building (#14)	10/11/2025 10:00 AM - 06:00 PM	Event	3,425.00
Sunday			
Anaheim Building (#16)	10/12/2025 10:00 AM - 05:00 PM	Event	2,725.00
Los Alamitos Building (#14)	10/12/2025 10:00 AM - 05:00 PM	Event	3,425.00
Monday			
Anaheim Building (#16)	10/13/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	10/13/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Total:			15,375.00

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

Move out must be completed by 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	TBD	TBD EA	70.00 EA	TBD	
Cable Ramp	TBD	TBD EA	15.00 EA	TBD	
Dumpster	Estimate 7	7.00 EA	20.00 EA	140.00	
Electrical Splitter Box	Estimate 4	4.00 EA	55.00 EA	220.00	
Electrical Usage Rate	Estimate Only	1.00 EA	1,100.00 EVT	1,100.00	
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00	
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00	
Marquee Board	10/06/2025 - 10/12/2025	1.00 WK	Included	Included	
Portable Electronic Message Board	10/11/2025 - 10/12/2025	2.00 EA	75.00 EA/DAY	300.00	
Public Address System (Per Building)	10/11/2025 - 10/12/2025	2.00 EA	75.00 EA/DAY	300.00	
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00	
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00	
Total:				3,035.00	

Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
Event Operations					
Set Up					
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	34.00 HR	136.00	
Grounds Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00	
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00	
Electrician	Estimate 4 Hours	4.00 HR	72.50 HR	290.00	

EXHIBIT A

Event Information						
Event Day						
Grounds Attendant Lead	10/11/2025 09:00AM - 07:00PM	1.00	EA	34.00	HR	340.00
Grounds Attendant	10/11/2025 09:00AM - 07:00PM	1.00	EA	29.00	HR	290.00
Janitorial Attendant	10/11/2025 09:00AM - 07:00PM	4.00	EA	29.00	HR	1,160.00
Electrician	10/11/2025 09:00AM - 07:00PM	1.00	EA	72.50	HR	725.00
Grounds Attendant Lead	10/12/2025 09:00AM - 06:00PM	1.00	EA	34.00	HR	306.00
Grounds Attendant	10/12/2025 09:00AM - 06:00PM	1.00	EA	29.00	HR	261.00
Janitorial Attendant	10/12/2025 09:00AM - 06:00PM	4.00	EA	29.00	HR	1,044.00
Electrician	10/12/2025 09:00AM - 06:00PM	1.00	EA	72.50	HR	652.50
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	34.00	HR	170.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	29.00	HR	348.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Electrician	Estimate 2 Hours	2.00	HR	72.50	HR	145.00
Event Sales & Services						
Event Coordinator	10/11/2025 09:00AM - 07:00PM	1.00	EA	56.00	HR	560.00
Event Coordinator	10/12/2025 09:00AM - 06:00PM	1.00	EA	56.00	HR	504.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Safety & Security						
Security Attendant	10/11/2025 09:00AM - 06:30PM	2.00	EA	29.00	HR	551.00
Security Attendant	10/12/2025 09:00AM - 05:30PM	2.00	EA	29.00	HR	493.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	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
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						\$11,058.00

Summary

Facility Rental Total		\$15,375.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$14,093.00
Refundable Deposit		\$1,500.00

Grand Total: **\$30,968.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	Upon Signing	\$10,322.75
Second Payment	08/11/2025	\$10,322.75
Third Payment	09/10/2025	\$10,322.50
Total:		\$30,968.00

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-080-25**
DATE **September 3, 2025**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Sugar Plum Festivals** 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 4 - 9, 2025

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

See Exhibit A

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

Sugar Plum Arts & Crafts Festivals

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

\$37,729.25

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.

**Sugar Plum Festivals
2005 Palo Verde Avenue, Suite 318
Long Beach, CA 90815**

By: _____ Date: _____
Title: Camilla Richter, Promoter

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

By: _____ Date: _____
Title: James Canfield, Chief Executive Officer

EXHIBIT A

Event Information			
Event Name:	Sugar Plum Arts & Crafts Festivals	Contract No:	R-080-25
Contact Person:	Camilla Richter	Phone:	(562) 598-0857
Event Date:	11/06/2025 - 11/08/2025	Hours:	Thursday - Friday: 10:00 AM - 7:00 PM Saturday: 10:00 AM - 5:00 PM
Admission Price:	Free		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	2,000

Facility Rental Fees			
Facility and/or Area Fees	Date-Time	Activity	Actual
Tuesday			
Costa Mesa Building (#10)	11/04/2025 03:00 PM - 10:00 PM	Chalking	1,206.25
Wednesday			
Costa Mesa Building (#10)	11/05/2025 06:00 AM - 10:00 PM	Move In	2,412.50
Thursday			
Costa Mesa Building (#10)	11/06/2025 10:00 AM - 07:00 PM	Event	4,825.00
Friday			
Costa Mesa Building (#10)	11/07/2025 10:00 AM - 07:00 PM	Event	4,825.00
Saturday			
Costa Mesa Building (#10)	11/08/2025 10:00 AM - 05:00 PM	Event	4,825.00
Sunday			
Costa Mesa Building (#10)	11/09/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Total:			18,093.75

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

Move out must be completed by 12:00 PM Sunday - November 9, 2025 to avoid additional charges.

Estimated Equipment Fees					
Description	Date-Time	Units	Rate	Actual	
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00	
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD	
Dumpster	Estimate 25	25.00 EA	20.00 EA	500.00	
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00	
Hang Tag - 3 Day	Estimate 150	150.00 EA	18.00 EA	2,700.00	
Man Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00	
Marquee Board	11/02/2025 - 11/08/2025	1.00 WK	Included	Included	
Portable Electronic Message Board	11/06/2025 - 11/08/2025	2.00 EA	75.00 EA/DAY	450.00	
Public Address System (Per Building)	11/05/2025 - 11/08/2025	1.00 EA	75.00 EA/DAY	300.00	
Sweeper (In-House)	Estimate 7 Hours	7.00 HR	75.00 HR	525.00	
Total:					6,195.00

Reimbursable Personnel and Services Fees					
Description	Date-Time	Units	Rate	Actual	
Event Operations					
Set Up					
Grounds Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00	
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00	
Electrician	Estimate 1 Hour	1.00 HR	72.50 HR	72.50	
Event Day					
Grounds Attendant Lead	11/06/2025 09:00AM - 08:00PM	1.00 EA	34.00 HR	374.00	
Grounds Attendant	11/06/2025 09:00AM - 08:00PM	1.00 EA	29.00 HR	319.00	
Janitorial Attendant	11/06/2025 09:00AM - 08:00PM	3.00 EA	29.00 HR	957.00	

EXHIBIT A

Event Information						
Grounds Attendant Lead	11/07/2025 09:00AM - 08:00PM	1.00	EA	34.00	HR	374.00
Grounds Attendant	11/07/2025 09:00AM - 08:00PM	1.00	EA	29.00	HR	319.00
Janitorial Attendant	11/07/2025 09:00AM - 08:00PM	3.00	EA	29.00	HR	957.00
Grounds Attendant Lead	11/08/2025 09:00AM - 06:00PM	1.00	EA	34.00	HR	306.00
Grounds Attendant	11/08/2025 09:00AM - 06:00PM	1.00	EA	29.00	HR	261.00
Janitorial Attendant	11/08/2025 09:00AM - 06:00PM	3.00	EA	29.00	HR	833.00
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	34.00	HR	136.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Electrician	Estimate 1 Hour	1.00	HR	72.50	HR	72.50
Event Sales & Services						
Event Coordinator	11/06/2025 09:00AM - 08:00PM	1.00	EA	56.00	HR	616.00
Event Coordinator	11/07/2025 09:00AM - 08:00PM	1.00	EA	56.00	HR	616.00
Event Coordinator	11/08/2025 09:00AM - 06:00PM	1.00	EA	56.00	HR	504.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Safety & Security						
Security Attendant	11/06/2025 09:00AM - 07:30PM	2.00	EA	29.00	HR	609.00
Security Attendant	11/07/2025 09:00AM - 07:30PM	2.00	EA	29.00	HR	609.00
Security Attendant	11/08/2025 09:00AM - 05:30PM	2.00	EA	29.00	HR	493.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	11/06/2025 09:30AM - 07:30PM	2.00	EA	34.00	HR	680.00
Emergency Medical Services	11/07/2025 09:30AM - 07:30PM	2.00	EA	34.00	HR	680.00
Emergency Medical Services	11/08/2025 09:30AM - 05:30PM	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
Insurance						
S.E.L.I. Insurance	TBD	TBD	EA	245.00	EA/DAY	TBD
						Total: 12,440.50

Summary

Facility Rental Total		\$18,093.75
Estimated Equipment, Reimbursable Personnel and Services Total		\$18,635.50
Refundable Deposit		\$1,000.00

Grand Total: **\$37,729.25**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	Upon Signing	\$18,864.75
Second Payment	10/03/2025	\$18,864.50
		Total: \$37,729.25

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.

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-081-25**
DATE **September 4, 2025**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, **Plural Possibility Limited** dba **LCWW Group - Loving Cats Worldwide** 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 14 - 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:

LCWW Cat Extravaganza

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

\$18,674.00

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.

**Plural Possibility Limited dba LCWW
Group - Loving Cats Worldwide
25708 Boysen Berry Avenue
Englewood, FL 34223**

By: _____ Date: _____
Title: Steven Meserve, Founder

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

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

EXHIBIT A

Event Information				
Event Name:	LCWW Cat Extravaganza	Contract No:		R-081-25
Contact Person:	Steven Meserve	Phone:		+44 (777) 528-1586
Event Date:	11/15/2025	Hours:		9:00 AM - 7:00 PM
Admission Price:	\$10.00 - \$75.00			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:		2,000
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Friday				
Costa Mesa Building (#10)	11/14/2025 10:00 AM - 07:00 PM	Move In		2,412.50
Saturday				
Costa Mesa Building (#10)	11/15/2025 09:00 AM - 07:00 PM	Event		4,825.00
			Total:	7,237.50
Hosting of this event in the above specified space, Costa Mesa Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
Move out must be completed by 11:59 PM 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>
Chair (Individual)	Estimate 288	288.00 EA	2.50 EA	720.00
Dumpster	Estimate 8	8.00 EA	20.00 EA	160.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	400.00 EVT	400.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	11/09/2025 - 11/15/2025	1.00 WK	Included	Included
Portable Electronic Message Board	11/15/2025	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	11/15/2025	1.00 EA	75.00 EA/DAY	75.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Microphone	Estimate 1	1.00 EA	50.00 EA	50.00
			Total:	2,155.00
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	34.00 HR	272.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	29.00 HR	290.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00
Electrician	TBD	TBD HR	72.50 HR	TBD
Event Day				
Grounds Attendant Lead	11/15/2025 08:00AM - 08:00PM	1.00 EA	34.00 HR	408.00
Grounds Attendant	11/15/2025 08:00AM - 08:00PM	2.00 EA	29.00 HR	696.00
Janitorial Attendant	11/15/2025 08:00AM - 08:00PM	3.00 EA	29.00 HR	1,044.00
Electrician	TBD	TBD EA	72.50 HR	TBD
Clean Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00
Electrician	TBD	TBD HR	72.50 HR	TBD

EXHIBIT A

Event Information						
<u>Event Sales & Services</u>						
Event Coordinator	11/15/2025 08:00AM - 08:00PM	1.00	EA	56.00	HR	672.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
<u>Safety & Security</u>						
Security Attendant Lead	11/15/2025 08:00AM - 07:30PM	1.00	EA	34.00	HR	391.00
Security Attendant	11/15/2025 08:00AM - 07:30PM	4.00	EA	29.00	HR	1,334.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	11/15/2025 08:30AM - 07:30PM	2.00	EA	34.00	HR	748.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
				Total:		7,781.50
Summary						
Facility Rental Total						\$7,237.50
Estimated Equipment, Reimbursable Personnel and Services Total						\$9,936.50
Refundable Deposit						\$1,500.00
				Grand Total:		\$18,674.00
Payment Schedule						
<u>Payment Schedule</u>			<u>Due Date</u>		<u>Amount</u>	
First Payment			Upon Signing		\$9,337.00	
Second Payment			10/14/2025		\$9,337.00	
				Total:		\$18,674.00

Please Remit Payment in *Check Only*

ALL PAYMENTS ARE NON REFUNDABLE

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

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, Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide must execute changes within the specified timeframe.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **James R. Glidewell Dental Ceramics, 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

December 9 - 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 caused by Renter, its invitees, or contractors, 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:

Glidewell Holiday Party

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

\$75,873.25

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, provided that any amount paid by Renter to the Association pursuant to this Agreement is refunded to Renter.
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.

**James R. Glidewell Dental Ceramics, Inc.
4141 MacArthur Boulevard
Newport Beach, CA 92660**

By: _____ Date: _____
Title: Glenn Sasaki, Chief Financial Officer

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

By: _____ Date: _____
Title: James Canfield, Chief Executive Officer

EXHIBIT A

Event Information				
Event Name:	Glidewell Holiday Party	Contract No:	R-085-25	
Contact Person:	Joelle Fegan	Phone:	(831) 214-2499	
Event Date:	12/12/2025	Hours:	5:00 PM - 10:30 PM	
Admission Price:	Private Event			
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	4,000	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Tuesday				
Costa Mesa Building (#10)	12/09/2025 07:00 AM - 11:59 PM	Move In	2,412.50	
Huntington Beach Building (#12)	12/09/2025 07:00 AM - 11:59 PM	Move In	1,912.50	
Wednesday				
Costa Mesa Building (#10)	12/10/2025 07:00 AM - 11:59 PM	Move In	2,412.50	
Huntington Beach Building (#12)	12/10/2025 07:00 AM - 11:59 PM	Move In	1,912.50	
Thursday				
Costa Mesa Building (#10)	12/11/2025 07:00 AM - 11:59 PM	Move In	2,412.50	
Huntington Beach Building (#12)	12/11/2025 07:00 AM - 11:59 PM	Move In	1,912.50	
Friday				
Costa Mesa Building (#10)	12/12/2025 05:00 PM - 10:30 PM	Event	4,825.00	
Courtyard	12/12/2025 05:00 PM - 10:30 PM	Event	1,050.00	
Huntington Beach Building (#12)	12/12/2025 05:00 PM - 10:30 PM	Event	3,825.00	
Santa Ana Pavilion (Parade of Products)	12/12/2025 05:00 PM - 10:30 PM	Event	2,425.00	
Saturday				
Costa Mesa Building (#10)	12/13/2025 07:00 AM - 11:59 PM	Move Out	2,412.50	
Courtyard	12/13/2025 07:00 AM - 11:59 PM	Move Out	525.00	
Huntington Beach Building (#12)	12/13/2025 07:00 AM - 11:59 PM	Move Out	1,912.50	
Santa Ana Pavilion (Parade of Products)	12/13/2025 07:00 AM - 11:59 PM	Move Out	1,212.50	
			Total:	31,162.50

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

Move out must be completed by 11:59 PM Saturday - December 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>	
25 MB Internet - Hard Line	12/12/2025	4.00 EA	250.00 EA/DAY	1,000.00	
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD	
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD	
100 Amp Drop	Estimate 3	3.00 EA	180.00 EA	540.00	
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD	
400 Amp Drop	Estimate 1	1.00 EA	720.00 EA	720.00	
40 Yard Dumpster	Estimate 2	2.00 EA	232.00 EA	464.00	
Coroplast Sheets	Estimate 60	60.00 EA	5.00 EA	300.00	
Dumpster	TBD	TBD EA	20.00 EA	TBD	
Electrical Splitter Box	Estimate 9	9.00 EA	55.00 EA	495.00	
Electrical Usage Rate	Estimate Only	1.00 EA	1,900.00 EVT	1,900.00	
Forklift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00	
Forklift (40 Yard Dumpster)	Estimate 18 Hours	18.00 HR	75.00 HR	1,350.00	
Gaffers Tape	Estimate 18	18.00 EA	35.00 EA	630.00	
Portable Electronic Message Board	12/12/2025	2.00 EA	75.00 EA/DAY	150.00	

EXHIBIT A

Event Information						
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Sweeper (In-House)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Tonnage Weight (40 Yard Dumpster)	Estimate 6 Tons	6.00	TON	80.00	TON	480.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
					Total:	10,129.00
Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>		<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	34.00	HR	340.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	29.00	HR	928.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	29.00	HR	696.00
Electrician	Estimate 14 Hours	14.00	HR	72.50	HR	1,015.00
Event Day						
Grounds Attendant Lead	12/12/2025 04:00PM - 11:30PM	1.00	EA	34.00	HR	255.00
Grounds Attendant	12/12/2025 04:00PM - 11:30PM	5.00	EA	29.00	HR	1,087.50
Janitorial Attendant Lead	12/12/2025 04:00PM - 11:30PM	1.00	EA	34.00	HR	255.00
Janitorial Attendant	12/12/2025 04:00PM - 11:30PM	14.00	EA	29.00	HR	3,045.00
Electrician	12/12/2025 04:00PM - 11:30PM	1.00	EA	72.50	HR	543.75
Clean Up						
Grounds Attendant Lead	Estimate 9 Hours	9.00	HR	34.00	HR	306.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	29.00	HR	1,160.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	29.00	HR	348.00
Electrician	Estimate 10 Hours	10.00	HR	72.50	HR	725.00
Event Sales & Services						
Event Coordinator	12/12/2025 04:00PM - 11:30PM	1.00	EA	56.00	HR	420.00
Parking						
Parking Attendant Lead	Estimate 7 Hours	7.00	HR	34.00	HR	238.00
Parking Attendant	Estimate 25 Hours	25.00	HR	29.00	HR	725.00
Safety & Security						
Security Attendant Lead	12/12/2025 04:00PM - 11:00PM	1.00	EA	34.00	HR	238.00
Technology						
Technology Attendant	TBD	TBD	EA	56.00	HR	TBD
Outside Services						
Emergency Medical Services	12/12/2025 04:30PM - 11:00PM	2.00	EA	34.00	HR	442.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
					Total:	13,161.75
Summary						
Facility Rental Total						\$31,162.50
Estimated Equipment, Reimbursable Personnel and Services Total						\$23,290.75
Parking Buyout (Based upon 1,660 vehicles at \$12.00 each; 2024 Actual = 1,655 Vehicles)						\$19,920.00
Refundable Deposit						\$1,500.00
					Grand Total:	\$75,873.25

EXHIBIT A

Event Information		
Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$18,968.50
Second Payment	09/12/2025	\$18,968.50
Third Payment	10/13/2025	\$18,968.50
Fourth Payment	11/12/2025	\$18,967.75
	Total:	\$75,873.25

Please Remit Payment in *Check Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

FUTURE PARKING BUYOUT TERMS

Event Coordinator will work with Renter to create physical parking passes to be collected from attendees during the 2025 Glidewell Holiday Party. A final count of these passes will be conducted at the conclusion of the event and be included in the event settlement. Accordingly, this count will become the basis for parking buyout terms in the 2026 Glidewell Holiday Party rental agreement.

EXHIBIT A

Event Information

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, James R. Glidewell Dental Ceramics, Inc. must comply with request.**

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-101-25**
DATE **August 10, 2025**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 11, 2025

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

See Exhibit A

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

OCWS - Chili Cook Off

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

\$2,664.00

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

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

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

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

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

By: _____ Date: _____
Title: Fran Gitsham, Vice President

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

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

EXHIBIT A

Event Information				
Event Name:	OCWS - Chili Cook Off	Contract No:		R-101-25
Contact Person:	Fran Gitsham	Phone:		(714) 287-9663
Event Date:	10/11/2025	Hours:		12:00 PM - 9:00 PM
Vehicle Parking Fee:	No Charge for OCWS Members	Projected Attendance:		130
Facility Rental Fees				
Facility and/or Area Fees	Date-Time	Activity	Actual	
Saturday				
Courtyard	10/11/2025 08:00 AM - 12:00 PM	Move In	Included	
Courtyard	10/11/2025 12:00 PM - 09:00 PM	Event	525.00	
		Total:	525.00	
Hosting of this event in the above specified space, Courtyard, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
Move out must be completed by 11:59 PM Saturday - October 11, 2025 to avoid additional charges.				
Estimated Equipment Fees				
Description	Date-Time	Units	Rate	Actual
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Picnic Table (Rectangular & Round)	Estimate 28	28.00 EA	15.00 EA	420.00
Straw Bale	TBD	TBD EA	13.00 EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
		Total:	1,320.00	
Reimbursable Personnel and Services Fees				
Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 1 Hour	1.00 HR	34.00 HR	34.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	29.00 HR	174.00
Electrician	Estimate 1 Hour	1.00 HR	72.50 HR	72.50
Clean Up				
Grounds Attendant Lead	Estimate 1 Hour	1.00 HR	34.00 HR	34.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	29.00 HR	116.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	29.00 HR	116.00
Electrician	Estimate 1 Hour	1.00 HR	72.50 HR	72.50
		Total:	619.00	
Summary				
Facility Rental Total				\$525.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$1,939.00
Refundable Deposit				\$200.00
		Grand Total:	\$2,664.00	
Payment Schedule				
Payment Schedule	Due Date	Amount		
First Payment	Upon Signing		\$1,332.00	
Second Payment	09/11/2025		\$1,332.00	
		Total:	\$2,664.00	

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Orange County LGBT Pride** dba **OC Pride** 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 26 - 28, 2025

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

See Exhibit A

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

OC Pride Festival 2025

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

\$87,572.00

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" "I" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

**Orange County LGBT Pride dba OC Pride
2321 E 4th Street C619
Santa Ana, CA 92705**

By: _____ Date: _____
Title: Anna Barvir-Boone, Co-President

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

By: _____ Date: _____
Title: Ken Karns, Chief Operating Officer

EXHIBIT A

Event Information			
Event Name:	OC Pride Festival 2025	Contract No:	R-103-25
Contact Person:	Anna Barvir-Boone	Phone:	(410) 908-2877
Event Date:	09/27/2025	Hours:	Parade: 11:00 AM - 12:00 PM Festival: 12:00 PM - 10:00 PM
Admission Price:	\$20.00		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	10,000
Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Club OC Plaza Pacifica West	09/26/2025 07:00 AM - 11:00 PM	Move In	275.00
Country Meadows	09/26/2025 07:00 AM - 11:00 PM	Move In	1,075.00
Courtyard	09/26/2025 07:00 AM - 11:00 PM	Move In	525.00
Crafters Village	09/26/2025 07:00 AM - 11:00 PM	Move In	675.00
Heroes Hall Lawn	09/26/2025 07:00 AM - 11:00 PM	Move In	575.00
Huntington Beach Building (#12)	09/26/2025 07:00 AM - 11:00 PM	Move In	1,912.50
Park Plaza	09/26/2025 07:00 AM - 11:00 PM	Move In	875.00
Plaza Pacifica	09/26/2025 07:00 AM - 11:00 PM	Move In	875.00
Santa Ana Pavilion (Parade of Products)	09/26/2025 07:00 AM - 11:00 PM	Move In	1,212.50
Saturday			
¼ Parking Lot B (Parade Route)	09/27/2025 11:00 AM - 12:00 PM	Event	562.50
¼ Parking Lot D (Parade Route)	09/27/2025 11:00 AM - 12:00 PM	Event	562.50
¼ Parking Lot E (Parade Route)	09/27/2025 11:00 AM - 12:00 PM	Event	562.50
Club OC Plaza Pacifica West	09/27/2025 12:00 PM - 10:00 PM	Event	550.00
Country Meadows	09/27/2025 12:00 PM - 10:00 PM	Event	2,150.00
Courtyard	09/27/2025 12:00 PM - 10:00 PM	Event	1,050.00
Crafters Village	09/27/2025 12:00 PM - 10:00 PM	Event	1,350.00
Heroes Hall Lawn	09/27/2025 12:00 PM - 10:00 PM	Event	1,150.00
Huntington Beach Building (#12)	09/27/2025 12:00 PM - 10:00 PM	Event	3,825.00
Park Plaza	09/27/2025 12:00 PM - 10:00 PM	Event	1,750.00
Plaza Pacifica	09/27/2025 12:00 PM - 10:00 PM	Event	1,750.00
Santa Ana Pavilion (Parade of Products)	09/27/2025 12:00 PM - 10:00 PM	Event	2,425.00
Sunday			
Club OC Plaza Pacifica West	09/28/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Country Meadows	09/28/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Courtyard	09/28/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Crafters Village	09/28/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Heroes Hall Lawn	09/28/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	09/28/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Park Plaza	09/28/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Plaza Pacifica	09/28/2025 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	09/28/2025 06:00 AM - 12:00 PM	Move Out	No Charge
		Total:	25,687.50

Hosting of this event in the above specified spaces, Club OC Plaza Pacifica West, Country Meadows, Courtyard, Crafters Village, Heroes Hall Lawn, Huntington Beach, Parking Lot B, Parking Lot D, Parking Lot E, Park Plaza, Plaza Pacifica 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 Sunday - September 28, 2025 to avoid additional charges.

EXHIBIT A

Event Information						
Estimated Equipment Fees						
Description	Date-Time	Units	Rate	Actual		
20 Amp Drop	TBD	TBD EA	25.00 EA		TBD	
50 Amp Drop	TBD	TBD EA	70.00 EA		TBD	
100 Amp Drop	Estimate 2	2.00 EA	180.00 EA		360.00	
200 Amp Drop	TBD	TBD EA	360.00 EA		TBD	
Barricade (Metal - Parade)	TBD	TBD EA	15.00 EA		TBD	
Barricade (Metal)	Estimate 57	57.00 EA	15.00 EA		855.00	
Barricade (Plastic)	Estimate 63	63.00 EA	15.00 EA		945.00	
Cable Ramp	Estimate 20	20.00 EA	15.00 EA		300.00	
Chair (Individual)	TBD	TBD EA	2.50 EA		TBD	
Dumpster	Estimate 28	28.00 EA	20.00 EA		560.00	
Electrical Splitter Box	Estimate 7	7.00 EA	55.00 EA		385.00	
Electrical Usage Rate	Estimate Only	1.00 EA	2,500.00 EVT		2,500.00	
EVOLV - Weapon Detection System	09/27/2025	1.00 EA	800.00 EA/DAY		800.00	
Forklift	Estimate 20 Hours	20.00 HR	75.00 HR		1,500.00	
Forklift (Parade)	TBD	TBD HR	75.00 HR		TBD	
Hang Tag - 1 Day	Estimate 47	47.00 EA	12.00 EA		564.00	
Man Lift	TBD	TBD HR	75.00 HR		TBD	
Marquee Board	08/31/2025 - 09/27/2025	1.00 WK	Included		Included	
Picnic Table (Rectangular & Round)	Estimate 30	30.00 EA	15.00 EA		450.00	
Portable Electronic Message Board	09/27/2025	2.00 EA	75.00 EA/DAY		150.00	
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY		TBD	
Projector Screen in Hangar	TBD	TBD EA	300.00 EA/DAY		TBD	
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY		TBD	
Scissor Lift	TBD	TBD HR	75.00 HR		TBD	
Stanchion	Estimate 40	40.00 EA	5.00 EA		200.00	
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR		600.00	
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:						10,719.00
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units	Rate	Actual		
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 15 Hours	15.00 HR	34.00 HR		510.00	
Grounds Attendant	Estimate 47 Hours	47.00 HR	29.00 HR		1,363.00	
Janitorial Attendant	Estimate 30 Hours	30.00 HR	29.00 HR		870.00	
Electrician	Estimate 27 Hours	27.00 HR	72.50 HR		1,957.50	
Event Day						
Grounds Attendant Lead	09/27/2025 11:00AM - 11:00PM	1.00 EA	34.00 HR		408.00	
Grounds Attendant	09/27/2025 11:00AM - 11:00PM	7.00 EA	29.00 HR		2,436.00	
Janitorial Attendant Lead	09/27/2025 11:00AM - 11:00PM	1.00 EA	34.00 HR		408.00	
Janitorial Attendant	09/27/2025 09:00AM - 11:00PM	2.00 EA	29.00 HR		812.00	
Janitorial Attendant	09/27/2025 11:00AM - 11:00PM	15.00 EA	29.00 HR		5,220.00	
Electrician	09/27/2025 11:00AM - 11:00PM	1.00 EA	72.50 HR		870.00	
Plumber	09/27/2025 11:00AM - 11:00PM	1.00 EA	72.50 HR		870.00	

EXHIBIT A

Event Information						
Clean Up						
Grounds Attendant Lead	Estimate 15 Hours	15.00	HR	34.00	HR	510.00
Grounds Attendant	Estimate 44 Hours	44.00	HR	29.00	HR	1,276.00
Janitorial Attendant	Estimate 30 Hours	30.00	HR	29.00	HR	870.00
Electrician	Estimate 27 Hours	27.00	HR	72.50	HR	1,957.50
Event Sales & Services						
Event Coordinator	09/27/2025 11:00AM - 11:00PM	1.00	EA	56.00	HR	672.00
Parking						
Parking Attendant Lead	Estimate 16 Hours	16.00	HR	34.00	HR	544.00
Parking Attendant	Estimate 36 Hours	36.00	HR	29.00	HR	1,044.00
Safety & Security						
Security Attendant - Overnight	09/26/2025 05:00PM - 10:00AM	2.00	EA	29.00	HR	986.00
Security Attendant Lead*	09/27/2025 11:00AM - 10:30PM	2.00	EA	34.00	HR	782.00
Security Attendant - Parade*	09/27/2025 09:00AM - 12:00PM	8.00	EA	29.00	HR	696.00
Security Attendant - EVOLV*	09/27/2025 11:00AM - 10:30PM	5.00	EA	29.00	HR	1,667.50
Security Attendant*	09/27/2025 11:00AM - 10:30PM	12.00	EA	29.00	HR	4,002.00
*Security staffing is tentative and subject to change based upon discussions between OCFEC and public agencies.						
Technology						
Technology Attendant	TBD	TBD	EA	56.00	HR	TBD
Outside Services						
Emergency Medical Services	TBD	TBD	EA	34.00	HR	TBD
Orange County Sheriff Services	09/27/2025 Estimate Only	1.00	EA	12,300.00	EVT	12,300.00
Sound Monitor	09/27/2025	1.00	EA	845.00	EA/DAY	845.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	3.00	HR	263.00	HR	789.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	1,500.00	EVT	1,500.00
Total:						46,165.50
Summary						
Facility Rental Total						\$25,687.50
Estimated Equipment, Reimbursable Personnel and Services Total						\$56,884.50
Refundable Deposit						\$5,000.00
Grand Total:						\$87,572.00
Payment Schedule						
Payment Schedule		Due Date		Amount		
First Payment		Upon Signing		\$29,190.75		
Second Payment		07/26/2025		\$29,190.75		
Third Payment		08/26/2025		\$29,190.50		
Total:						\$87,572.00

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

AMENDMENTS

Any changes to this agreement will be outlined in an amendment to be signed and executed by Renter and Association.

CANNABIS EVENTS

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

BANNERS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

DRONES

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

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

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

EMERGENCY MEDICAL SERVICES

Orange County LGBT Pride dba OC Pride will contract directly with an Emergency Medical Services (EMS)/First Aid company. OCFEC approval is contingent upon Orange County LGBT Pride dba OC Pride providing professional/medical malpractice coverage and certification that EMS company is in good standing with the State of California. Minimum coverage must be one million dollars (\$1,000,000) per occurrence. EMS Workers' Compensation insurance coverage certificate must be provided. EMS/First Aid personnel must be on site one (1) hour prior to the event starting and until half (1/2) hour after the event session concludes.

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>

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.

RIGGING

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

EXHIBIT A

Event Information

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.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

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

Rameelo Raas Garba 2025

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

\$20,807.50

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

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

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

**Rameelo
14872 Waverly Lane
Irvine, CA 92604**

By: _____ Date: _____
Title: Heran Patel, Founder & Organizer

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

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

EXHIBIT A

Event Information				
Event Name:	Rameelo Raas Garba 2025	Contract No:		R-104-25
Contact Person:	Heran Patel	Phone:		(949) 739-7052
Event Date:	09/13/2025	Hours:		6:30 PM - 1:00 AM
Admission Price:	TBD			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:		1,000
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Friday				
Huntington Beach Building (#12)	09/12/2025 09:00 AM - 10:00 PM	Move In		1,912.50
Saturday				
Courtyard	09/13/2025 06:30 PM - 01:00 AM	Event		1,050.00
Huntington Beach Building (#12)	09/13/2025 06:30 PM - 01:00 AM	Event		3,825.00
Sunday				
Courtyard	09/14/2025 06:00 AM - 11:59 AM	Move Out		No Charge
Huntington Beach Building (#12)	09/14/2025 06:00 AM - 11:59 AM	Move Out		No Charge
		Total:		6,787.50
Hosting of this event in the above specified spaces, Courtyard and Huntington Beach Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also assurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
Move out must be completed by 11:59 AM Sunday - September 14, 2025 to avoid additional charges.				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
400 Amp Drop	Estimate 1	1.00 EA	720.00 EA	720.00
Barricade (Plastic)	Estimate 20	20.00 EA	15.00 EA	300.00
Bleachers (50 Seat Section)	TBD	TBD EA	125.00 EA	TBD
Bleacher (75 Seat Section)	Estimate 2	2.00 EA	200.00 EA	400.00
Dumpster	Estimate 9	9.00 EA	20.00 EA	180.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	450.00 EVT	450.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Hang Tag - 1 Day	Estimate 20	20.00 EA	6.00 EA	120.00
Man Lift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Marquee Board	09/07/2025 - 09/13/2025	1.00 WK	Included	Included
Portable Electronic Message Board	09/13/2025	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
		Total:		3,745.00
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	34.00 HR	272.00
Grounds Attendant	Estimate 14 Hours	14.00 HR	29.00 HR	406.00
Janitorial 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	09/13/2025 05:30PM - 02:00AM	1.00	EA	34.00	HR	289.00	
Grounds Attendant	09/13/2025 05:30PM - 02:00AM	2.00	EA	29.00	HR	493.00	
Janitorial Attendant	09/13/2025 05:30PM - 02:00AM	5.00	EA	29.00	HR	1,232.50	
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 16 Hours	16.00	HR	29.00	HR	464.00	
Janitorial Attendant	Estimate 12 Hours	12.00	HR	29.00	HR	348.00	
Electrician	Estimate 2 Hours	2.00	HR	72.50	HR	145.00	
Event Sales & Services							
Event Coordinator	09/13/2025 05:30PM - 02:00AM	1.00	EA	56.00	HR	476.00	
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	09/13/2025 05:30PM - 01:30AM	1.00	EA	34.00	HR	272.00	
Security Attendant	09/13/2025 05:30PM - 01:30AM	8.00	EA	29.00	HR	1,856.00	
Technology							
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD	
Outside Services							
Emergency Medical Services	09/13/2025 06:00PM - 01:30AM	2.00	EA	34.00	HR	510.00	
Sound Monitor	TBD	TBD	EA	845.00	EA/DAY	TBD	
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50	
						Total: 8,775.00	

Summary

Facility Rental Total		\$6,787.50
Estimated Equipment, Reimbursable Personnel and Services Total		\$12,520.00
Refundable Deposit		\$1,500.00
	Grand Total:	\$20,807.50

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment (25% Facility Fee)	Upon Signing	\$1,696.88
Second Payment	07/11/2025	\$9,555.31
Third Payment	08/12/2025	\$9,555.31
	Total:	\$20,807.50

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-107-25**DATE **June 11, 2025**FAIRTIME **XX**

INTERIM

RENTAL AGREEMENT

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

WITNESSETH:

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

August 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:

Employee All Hands Meeting

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.

**Mesa Water District
1965 Placentia Avenue
Costa Mesa, CA 92627**

By: _____ Date: _____
**Title: Andie Jacobsen, Executive Assistant
to the General Manager**

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

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

EXHIBIT A

Event Information				
Event Name:	Employee All Hands Meeting	Contract No:	R-107-25	
Contact Person:	Colleen Grace	Phone:	(562) 712-1205	
Event Date:	08/14/2025	Hours:	11:00 AM - 3:00 PM	
Admission Price:	Group Order purchased through Tandem			
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	300	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Thursday				
Club OC Plaza Pacifica West	08/14/2025 11:00 AM - 03:00 PM	Event	500.00	
Note: Fair opens at 11:00 AM			Total:	500.00
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 Thursday - August 14, 2025 to avoid additional charges.				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			Total:	40.00
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Post Event Clean Up				
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
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	08/14/2025	1.00 EA	155.00 EA/DAY	155.00
			Total:	271.00
Summary				
Facility Rental Total				\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$311.00
			Grand Total:	\$811.00
Payment Schedule				
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>		
First Payment	Upon Signing	\$811.00		
		Total:	\$811.00	

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, Mesa Water District must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-108-25**DATE **July 17, 2025**FAIRTIME **XX**

INTERIM

RENTAL AGREEMENT

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

WITNESSETH:

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

August 10, 2025

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

See Exhibit A

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

OC Fair Fun Run

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

See Facility Rental Fee

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.

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

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

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

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

EXHIBIT A

Event Information			
Event Name:	OC Fair Fun Run	Contract No:	R-108-25
Contact Person:	Gary Kutscher	Phone:	(714) 330-8048
Event Date:	08/10/2025	Hours:	Bib Pickup: 6:00 AM - 7:40 AM Race Hours: 8:00 AM - 10:00 AM
Projected Attendance:			2,500 - 3,000

Vehicle Parking Fee: It has been mutually agreed that there will be free parking for OC Fair Fun Run Attendees, Volunteers and Staff on the morning of the event until daily OC Fair parking sales commence.

Admissions: Fun Run participants will not be allowed to remain inside the OC Fair after conclusion of the race.

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday OC Fair Fun Run Route	08/10/2025 05:00 AM - 11:00 AM	Event	*See Facility Rental Fee
Total:			*See Facility Rental Fee

***Facility Rental Fee:**

It has been mutually agreed that the 32nd District Agricultural Association (OCFEC) will receive fifty percent (50%) of any net revenue (registration fees minus expenses) from The OC Marathon. The OC Marathon will provide OCFEC with any and all registration reports whether from Active.com or any other source. Registration reports will serve as OCFEC documentation necessary to reconcile fifty percent (50%) of any net revenue. These reports are due to OCFEC by no later than **Friday, August 29, 2025**.

- **Event Details:**
 - The OC Marathon and OCFEC will co-produce and market the OC Fair Fun Run.
 - Event name and OC Fair Fun Run logo is the exclusive property of OCFEC.
 - Estimated attendance is 2,500 - 3,000 participants.
 - The OC Marathon and OCFEC will split net proceeds derived from the event.
 - Soft costs such as salaried staff time will not be charged against the event by either The OC Marathon or OCFEC.
- **OC Fair & Event Center Agrees to:**
 - Provide access to the facility on event day from 5:00 AM to 11:00 AM.
 - Incorporate four (4) "Detours of Fun" into the race route including a photo opportunity on the Pacific Amphitheatre stage.
 - Work with OCFEC's carnival contractor to provide prizes for game participants.
 - Provide free parking to attendees, volunteers and staff of The OC Marathon on morning of the event until daily OC Fair parking sales commence. No fees shall be charged for vehicles remaining in parking lot after OC Fair opens.
- **The OC Marathon agrees to:**
 - Abide by all applicable rules and regulations in the 2025 Commercial Space and Concessions Program Handbook (posted on ocfair.com)
 - Provide OCFEC with a signed original Certificate of Insurance that conforms to insurance requirements outlined in Exhibit B of this rental agreement.
 - Use the same race route as used in 2024. Any changes to the route must receive OCFEC approval prior to date of the race.
 - Provide a photographer for the "Detour of Fun" photo opportunity on the Pacific Amphitheatre stage.
 - Provide volunteers to handle prize distribution at "Detours of Fun" carnival games.
 - Add OCFEC carnival contractor as additional insured to certificate of liability insurance for the event duration.
 - Cover any labor costs for OCFEC carnival contractor employees during the event.
 - Labor costs are estimated at three-hundred twenty dollars (\$320.00). This cost is based upon ten (10) employees at sixteen dollars (\$16.00) per hour for two (2) hours.
 - All labor costs to be paid directly to OCFEC carnival contractor.
 - OCFEC carnival contractor labor costs are estimated and subject to change.
 - Work with OCFEC's Creative Services, Marketing and Communications Departments to develop a marketing and communications plan. All marketing materials, collateral, web content and publication placement must be reviewed and approved by OCFEC prior to release.
 - Submit a financial report representing actual revenues and expenses to OCFEC by no later than **Friday, August 29, 2025**.

EXHIBIT A

Event Information

- Provide a report with proper supporting expense invoices, receipts and registration reports from Active.com or any other utilized source. Report is subject to audit by OCFEC, and shall serve as the reconciliation and settlement document between The OC Marathon and OCFEC. Payment shall be remitted to OCFEC within thirty (30) days of event.
- Rent all equipment needed to execute a 5K race, and not use OCFEC equipment. If OCFEC equipment is needed, published rental rates will be charged to event and recapped in the settlement.
- Race fees shall be as follows:
 - Single Registration: \$50 for adults, \$25 for children, \$10 for ages 5 and under
 - Corporate Teams: Groups six (6) or more, \$5 discount for each additional member after the 5th registrant
 - Prices are subject to change.

Summary

Facility Rental Total

*See Facility Rental Fee

Estimated Equipment, Reimbursable Personnel and Services Total

*See Facility Rental Fee

Grand Total:

*See Facility Rental Fee

Payment Total:

*See Facility Rental Fee

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up. 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.

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>

EXHIBIT A

Event Information

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, The OC Marathon must comply with request.**

STATE FIRE MARSHAL

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

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.

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

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **IBJJF dba International BJJ 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 24 - 27, 2025

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

See Exhibit A

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

IBJJF

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

\$30,838.00

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.

**IBJJF dba International BJJ Inc.
17256 Red Hill Avenue
Irvine, CA 92614**

By: _____ Date: _____
Title: Destiny Ortega, Event Coordinator

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

By: _____ Date: _____
Title: Ken Karns, Chief Operating Officer

EXHIBIT A

Event Information					
Event Name:	IBJJF	Contract No:			R-109-25
Contact Person:	Destiny Ortega	Phone:			(949) 391-9746
Event Date:	10/25/2025 - 10/26/2025	Hours:			Saturday & Sunday: 8:00 AM - 7:00 PM
Admission Price:	Free for spectators; Participants must preregister				
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:			700
Booking Function					
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>			<u>Actual</u>
Friday					
Costa Mesa Building (#10)	10/24/2025 07:00 AM - 11:00 PM	Move In			2,412.50
Saturday					
Costa Mesa Building (#10)	10/25/2025 08:00 AM - 07:00 PM	Event			4,825.00
Sunday					
Costa Mesa Building (#10)	10/26/2025 08:00 AM - 07:00 PM	Event			4,825.00
Monday					
Costa Mesa Building (#10)	10/27/2025 07:00 AM - 11:59 AM	Move Out			No Charge
			Total:		12,062.50
Hosting of this event in the above specified space, Costa Mesa Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.					
Move out must be completed by 11:59 AM Monday - October 27, 2025 to avoid additional charges.					
Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
100 Amp Drop	TBD	TBD EA	70.00 EA		TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA		TBD
Bleachers (50 Seat Section)	Estimate 2	2.00 EA	150.00 EA		300.00
Bleacher (75 Seat Section)	Estimate 4	4.00 EA	200.00 EA		800.00
Chair (Individual)	TBD	TBD EA	2.50 EA		TBD
Dumpster	Estimate 10	10.00 EA	20.00 EA		200.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA		TBD
Electrical Usage Rate	Estimate Only	1.00 EA	600.00 EVT		600.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR		225.00
Man Lift	TBD	TBD HR	75.00 HR		TBD
Marquee Board	10/20/2025 - 10/26/2025	1.00 WK	Included		Included
Portable Electronic Message Board	10/25/2025 - 10/26/2025	2.00 EA	75.00 EA/DAY		300.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY		TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR		225.00
			Total:		2,650.00
Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
Event Operations					
Event Day					
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	34.00 HR		136.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	29.00 HR		232.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR		232.00
Electrician	TBD	TBD HR	72.50 HR		TBD
Grounds Attendant Lead	10/25/2025 07:00AM - 08:00PM	1.00 EA	34.00 HR		442.00
Grounds Attendant	10/25/2025 07:00AM - 08:00PM	2.00 EA	29.00 HR		754.00
Janitorial Attendant	10/25/2025 07:00AM - 08:00PM	3.00 EA	29.00 HR		1,131.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	10/26/2025 07:00AM - 08:00PM	1.00	EA	34.00	HR	442.00
Grounds Attendant	10/26/2025 07:00AM - 08:00PM	2.00	EA	29.00	HR	754.00
Janitorial Attendant	10/26/2025 07:00AM - 08:00PM	3.00	EA	29.00	HR	1,131.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00
Electrician	TBD	TBD	HR	72.50	HR	TBD
Event Sales & Services						
Event Coordinator	10/25/2025 07:00AM - 08:00PM	1.00	EA	56.00	HR	728.00
Event Coordinator	10/26/2025 07:00AM - 08:00PM	1.00	EA	56.00	HR	728.00
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	10/25/2025 07:00AM - 07:30PM	1.00	EA	34.00	HR	425.00
Security Attendant	10/25/2025 07:00AM - 07:30PM	5.00	EA	29.00	HR	1,812.50
Security Attendant Lead	10/26/2025 07:00AM - 07:30PM	1.00	EA	34.00	HR	425.00
Security Attendant	10/26/2025 07:00AM - 07:30PM	5.00	EA	29.00	HR	1,812.50
Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	10/25/2025 07:30AM - 07:30PM	2.00	EA	34.00	HR	816.00
Emergency Medical Services	10/26/2025 07:30AM - 07:30PM	2.00	EA	34.00	HR	816.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
				Total:		14,625.50

Summary

Facility Rental Total		\$12,062.50
Estimated Equipment, Reimbursable Personnel and Services Total		\$17,275.50
Refundable Deposit		\$1,500.00

Grand Total: **\$30,838.00**

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment (25% Facility Fee)	Upon Signing	\$3,015.63
Second Payment	07/24/2025	\$9,274.25
Third Payment	08/25/2025	\$9,274.25
Fourth Payment	09/24/2025	\$9,273.88
		Total:
		\$30,838.00

Please Remit Payment in *Check or Credit Card Only*

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

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

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

AMBULANCE & ADVANCED LIFE SUPPORT PERSONNEL

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

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Redo Market LLC** dba **Redo Market** 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 11 - 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:

Redo Market

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

\$42,004.00

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.

**Redo Market LLC dba Redo Market
32932 Pacific Coast Highway, #450
Dana Point, CA 92629**

By: _____ Date: _____
Title: Randy Hild, Founder

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

By: _____ Date: _____
Title: James Canfield, Chief Executive Officer

EXHIBIT A

Event Information				
Event Name:	Redo Market	Contract No:		R-110-25
Contact Person:	Randy Hild	Phone:		(949) 289-2920
Event Date:	09/12/2025 - 09/13/2025	Hours:		Friday: 4:00 PM - 9:00 PM Saturday: 9:00 AM - 4:00 PM
Admission Price:	TBD			
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>	
Thursday				
Anaheim Building (#16)	09/11/2025 08:00 AM - 05:00 PM	Move In	1,362.50	
Los Alamitos Building (#14)	09/11/2025 08:00 AM - 05:00 PM	Move In	1,712.50	
OC Promenade (Span)	09/11/2025 08:00 AM - 05:00 PM	Move In	1,362.50	
Friday				
Anaheim Building (#16)	09/12/2025 04:00 PM - 09:00 PM	Event	2,725.00	
Los Alamitos Building (#14)	09/12/2025 04:00 PM - 09:00 PM	Event	3,425.00	
1/4 Main Mall	09/12/2025 04:00 PM - 09:00 PM	Event	487.50	
OC Promenade (Span)	09/12/2025 04:00 PM - 09:00 PM	Event	2,725.00	
Saturday				
Anaheim Building (#16)	09/13/2025 09:00 AM - 04:00 PM	Event	2,725.00	
Los Alamitos Building (#14)	09/13/2025 09:00 AM - 04:00 PM	Event	3,425.00	
1/4 Main Mall	09/13/2025 09:00 AM - 04:00 PM	Event	487.50	
OC Promenade (Span)	09/13/2025 09:00 AM - 04:00 PM	Event	2,725.00	
		Total:	23,162.50	
Hosting of this event in the above specified spaces, Anaheim Building, Los Alamitos Building, Main Mall and OC Promenade, 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 - September 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	TBD	TBD EA	70.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 6	6.00 EA	2.50 EA	15.00
Dumpster	Estimate 10	10.00 EA	20.00 EA	200.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Folding Table (Rectangular)	Estimate 3	3.00 EA	15.00 EA	45.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Hang Tag - 2 Day	Estimate 15	15.00 EA	12.00 EA	180.00
Man Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board	08/18/2025 - 09/14/2025	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	09/13/2025 - 09/14/2025	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Stanchion	Estimate 20	20.00 EA	5.00 EA	100.00
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
		Total:	3,920.00	

EXHIBIT A

Event Information						
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 9 Hours	9.00 HR	29.00 HR	261.00		
Janitorial Attendant	Estimate 14 Hours	14.00 HR	29.00 HR	406.00		
Electrician	Estimate 1 Hour	2.00 HR	72.50 HR	72.50		
Event Day						
Grounds Attendant Lead	09/12/2025 03:00PM - 10:00PM	1.00 EA	34.00 HR	238.00		
Grounds Attendant	09/12/2025 03:00PM - 10:00PM	4.00 EA	29.00 HR	812.00		
Janitorial Attendant	09/12/2025 03:00PM - 10:00PM	5.00 EA	29.00 HR	1,015.00		
Electrician	TBD	TBD EA	72.50 HR	TBD		
Grounds Attendant Lead	09/13/2025 08:00AM - 05:00PM	1.00 EA	34.00 HR	306.00		
Grounds Attendant	09/13/2025 08:00AM - 05:00PM	4.00 EA	29.00 HR	1,044.00		
Janitorial Attendant	09/13/2025 08:00AM - 05:00PM	5.00 EA	29.00 HR	1,305.00		
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 16 Hours	16.00 HR	29.00 HR	464.00		
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	348.00		
Electrician	Estimate 1 Hour	1.00 HR	72.50 HR	72.50		
<u>Event Sales & Services</u>						
Event Coordinator	09/12/2025 03:00PM - 10:00PM	1.00 EA	56.00 HR	392.00		
Event Coordinator	09/13/2025 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 & Security</u>						
Security Attendant Lead	09/12/2025 03:00PM - 09:30PM	1.00 EA	34.00 HR	221.00		
Security Attendant	09/12/2025 03:00PM - 09:30PM	7.00 EA	29.00 HR	1,319.50		
Security Attendant Lead	09/13/2025 08:00AM - 04:30PM	1.00 EA	34.00 HR	289.00		
Security Attendant	09/13/2025 08:00AM - 04:30PM	7.00 EA	29.00 HR	1,725.50		
<u>Technology</u>						
Technology Attendant	TBD (Audio Configuration)	TBD EA	100.00 EVT	TBD		
<u>Outside Services</u>						
Emergency Medical Services	09/12/2025 03:30PM - 09:30PM	2.00 EA	34.00 HR	408.00		
Emergency Medical Services	09/13/2025 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		
			Total:	13,421.50		

EXHIBIT A

Event Information	
Summary	
Facility Rental Total	\$23,162.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$17,341.50
Refundable Deposit	\$1,500.00
	Grand Total:
	\$42,004.00

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$21,002.00
Second Payment	08/11/2025	\$21,002.00
		Total:
		\$42,004.00

Please Remit Payment in *Check Only*

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REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

July 18, 2025

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

See Exhibit A

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

Westcliff University

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.

Westcliff University
17877 Von Karman Avenue #400
Irvine, CA 92614

By: _____ Date: _____
**Title: Lynda Nguyen, Senior Director,
Human Resources**

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

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

EXHIBIT A

Event Information				
Event Name:	Westcliff University	Contract No:	R-113-25	
Contact Person:	Emily Chen	Phone:	(949) 825-5999 ext. 5095	
Event Date:	07/18/2025	Hours:	11:00 AM - 3:00 PM	
Admission Price:	Group Order purchased through Tandem			
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:	300	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Friday				
Club OC Plaza Pacifica West	07/18/2025 11:00 AM - 03:00 PM	Event	500.00	
Note: Fair opens at 11:00 AM			Total:	500.00
Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
Move out must be completed by 3:00 PM Friday - July 18, 2025 to avoid additional charges.				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	20.00 EA	40.00
			Total:	40.00
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Post Event Clean Up				
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
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	07/18/2025	1.00 EA	155.00 EA/DAY	155.00
			Total:	271.00
Summary				
Facility Rental Total				\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$311.00
			Grand Total:	\$811.00
Payment Schedule				
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>		
First Payment	Upon Signing	\$811.00		
		Total:	\$811.00	

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, Westcliff University must comply with request.**

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-116-25**
DATE **August 10, 2025**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Seasonal Adventures** 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 29 - November 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:

Seasonal Adventures - Pumpkin Patch

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

\$64,442.50

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" "I" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

**Seasonal Adventures
207 West Los Angeles Avenue #287
Moorpark, CA 93021**

By: _____ Date: _____
Title: Rob Lambert, Owner

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

By: _____ Date: _____
Title: James Canfield, Chief Executive Officer

EXHIBIT A

Event Information			
Event Name:	Seasonal Adventures - Pumpkin Patch	Contract No:	R-116-25
Contact Person:	Rob Lambert	Phone:	(503) 930-1900
Event Date:	10/02/2025 - 10/31/2025	Hours:	Monday - Thursday: 4:00 PM - 9:00 PM Friday: 4:00 PM - 10:00 PM Saturday: 11:00 AM - 10:00 PM Sunday: 11:00 AM - 9:00 PM
Admission Price:	Free		
Vehicle Parking	10/02/2025 - 10/29/2025		Special Hours
	Friday 4:00 PM - Sunday 7:00 PM: \$12.00 General Parking		10/31/2025: 4:00 PM - 7:00 PM
	Monday - Thursday: No Parking Fee		
	10/30/2025 - 10/31/2025		
	\$12.00 General Parking	Projected Attendance:	16,000
Facility Rental Fees			
Facility and/or Area Fees	Date-Time	Activity	Actual
Monday			
½ Parking Lot C	09/29/2025 07:00 AM - 10:00 PM	Move In	753.75
Tuesday			
½ Parking Lot C	09/30/2025 07:00 AM - 10:00 PM	Move In	753.75
Wednesday			
½ Parking Lot C	10/01/2025 07:00 AM - 10:00 PM	Move In	753.75
Thursday			
½ Parking Lot C	10/02/2025 04:00 PM - 09:00 PM	Event	1,507.50
Friday			
½ Parking Lot C	10/03/2025 04:00 PM - 10:00 PM	Event	1,507.50
Saturday			
½ Parking Lot C	10/04/2025 11:00 AM - 10:00 PM	Event	1,507.50
Sunday			
½ Parking Lot C	10/05/2025 11:00 AM - 09:00 PM	Event	1,507.50
Monday			
½ Parking Lot C	10/06/2025 04:00 PM - 09:00 PM	Event	1,507.50
Tuesday			
½ Parking Lot C	10/07/2025 04:00 PM - 09:00 PM	Event	1,507.50
Wednesday			
½ Parking Lot C	10/08/2025 04:00 PM - 09:00 PM	Event	1,507.50
Thursday			
½ Parking Lot C	10/09/2025 04:00 PM - 09:00 PM	Event	1,507.50
Friday			
½ Parking Lot C	10/10/2025 04:00 PM - 10:00 PM	Event	1,507.50
Saturday			
½ Parking Lot C	10/11/2025 11:00 AM - 10:00 PM	Event	1,507.50
Sunday			
½ Parking Lot C	10/12/2025 11:00 AM - 09:00 PM	Event	1,507.50
Monday			
½ Parking Lot C	10/13/2025 04:00 PM - 09:00 PM	Event	1,507.50
Tuesday			
½ Parking Lot C	10/14/2025 04:00 PM - 09:00 PM	Event	1,507.50

EXHIBIT A

Event Information			
Wednesday			
2/3 Parking Lot C	10/15/2025 04:00 PM - 09:00 PM	Event	1,507.50
Thursday			
2/3 Parking Lot C	10/16/2025 04:00 PM - 09:00 PM	Event	1,507.50
Friday			
2/3 Parking Lot C	10/17/2025 04:00 PM - 10:00 PM	Event	1,507.50
Saturday			
2/3 Parking Lot C	10/18/2025 11:00 AM - 10:00 PM	Event	1,507.50
Sunday			
2/3 Parking Lot C	10/19/2025 11:00 AM - 09:00 PM	Event	1,507.50
Monday			
2/3 Parking Lot C	10/20/2025 04:00 PM - 09:00 PM	Event	1,507.50
Tuesday			
2/3 Parking Lot C	10/21/2025 04:00 PM - 09:00 PM	Event	1,507.50
Wednesday			
2/3 Parking Lot C	10/22/2025 04:00 PM - 09:00 PM	Event	1,507.50
Thursday			
2/3 Parking Lot C	10/23/2025 04:00 PM - 09:00 PM	Event	1,507.50
Friday			
2/3 Parking Lot C	10/24/2025 04:00 PM - 10:00 PM	Event	1,507.50
Saturday			
2/3 Parking Lot C	10/25/2025 11:00 AM - 10:00 PM	Event	1,507.50
Sunday			
2/3 Parking Lot C	10/26/2025 11:00 AM - 09:00 PM	Event	1,507.50
Monday			
2/3 Parking Lot C	10/27/2025 04:00 PM - 09:00 PM	Event	1,507.50
Tuesday			
2/3 Parking Lot C	10/28/2025 04:00 PM - 09:00 PM	Event	1,507.50
Wednesday			
2/3 Parking Lot C	10/29/2025 04:00 PM - 09:00 PM	Event	1,507.50
Thursday			
2/3 Parking Lot C	10/30/2025 04:00 PM - 09:00 PM	Event	1,507.50
Friday			
2/3 Parking Lot C	10/31/2025 04:00 PM - 07:00 PM	Event	753.75
Saturday			
2/3 Parking Lot C	11/01/2025 07:00 AM - 10:00 PM	Move Out	No Charge
Sunday			
2/3 Parking Lot C	11/02/2025 07:00 AM - 10:00 PM	Move Out	No Charge
Monday			
2/3 Parking Lot C	11/03/2025 07:00 AM - 10:00 PM	Move Out	No Charge

EXHIBIT A

Event Information

Monday

2/3 Parking Lot C	11/04/2025 07:00 AM - 11:59 AM	Move Out	No Charge
		Total:	46,732.50

Hosting of this event in the above specified space, 2/3 Parking Lot C, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Tuesday - November 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>
30 Amp Drop	Estimate 2	2.00 EA	50.00 EA	100.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
40 Yard Dumpster	Estimate 3	3.00 EA	241.00 EA	723.00
Barricade (Plastic)	Estimate 8	8.00 EA	15.00 EA	120.00
Cable Ramp	Estimate 18	18.00 EA	15.00 EA	270.00
Electrical Splitter Box	Estimate 16	16.00 EA	55.00 EA	880.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,250.00 EVT	1,250.00
Forklift	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Forklift (40 Yard Dumpster)	TBD	TBD HR	75.00 HR	TBD
Tonnage Weight (40 Yard Dumpster)	Estimate 6 Tons	6.00 TON	83.00 TON	498.00
			Total:	4,366.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 16 Hours	16.00 HR	29.00 HR	464.00
Janitorial Attendant	TBD	TBD EA	29.00 HR	TBD
Electrician	Estimate 8 Hours	8.00 HR	72.50 HR	580.00
Plumber	Estimate 1 Hour	1.00 HR	72.50 HR	72.50
Clean Up				
Grounds Attendant	Estimate 16 Hours	16.00 HR	29.00 HR	464.00
Electrician	Estimate 4 Hours	4.00 HR	72.50 HR	290.00
Plumber	Estimate 1 Hour	1.00 HR	72.50 HR	72.50
<u>Event Sales & Services</u>				
Event Coordinator	Estimate 8 Hours	8.00 HR	56.00 HR	448.00
<u>Safety & Security</u>				
Security Attendant	10/03/2025 03:00PM - 10:30PM	2.00 EA	29.00 HR	435.00
Security Attendant	10/04/2025 10:00AM - 10:30PM	2.00 EA	29.00 HR	725.00
Security Attendant	10/10/2025 03:00PM - 10:30PM	2.00 EA	29.00 HR	435.00
Security Attendant	10/11/2025 10:00AM - 10:30PM	2.00 EA	29.00 HR	725.00
Security Attendant	10/17/2025 03:00PM - 10:30PM	2.00 EA	29.00 HR	435.00
Security Attendant	10/18/2025 10:00AM - 10:30PM	2.00 EA	29.00 HR	725.00
Security Attendant	10/24/2025 03:00PM - 10:30PM	2.00 EA	29.00 HR	435.00
Security Attendant	10/25/2025 10:00AM - 10:30PM	2.00 EA	29.00 HR	725.00
Security Attendant	10/31/2025 03:00PM - 07:30PM	2.00 EA	29.00 HR	261.00

EXHIBIT A

Event Information						
Outside Services						
Ride Inspector	TBD	TBD	EA	TBD	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	4.00	HR	263.00	HR	1,052.00
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD
				Total:	8,344.00	
Summary						
Facility Rental Total						\$46,732.50
Estimated Equipment, Reimbursable Personnel and Services Total						\$12,710.00
Refundable Deposit						\$5,000.00
				Grand Total:	\$64,442.50	
Payment Schedule						
Payment Schedule				Due Date		Amount
First Payment				<i>Upon Signing</i>		\$32,221.25
Second Payment				08/29/2025		\$32,221.25
				Total:	\$64,442.50	

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

ADDITIONAL INSURANCE REQUIREMENT (AMUSEMENT RIDES)

Coverage and proof of insurance is required for all amusement rides and mechanical bulls. Insurance certificates, DOSH Applications and copies of A-Permits must be submitted to the Event Coordinator four (4) weeks prior to the event date. A Two Million Dollars (\$2,000,000) minimum coverage per occurrence is required.

ADDITIONAL INSURANCE REQUIREMENT

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.

AMUSEMENT RIDE INSPECTOR

An onsite ride inspector is required to inspect all amusement rides and hazardous and/or interactive activities during ride/activity setup and throughout the event.

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.

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.

EMPLOYEE PARKING

OCFEC Staff will screen and click count Seasonal Adventures employee vehicles during parking sales periods. This total will be provided to the Event Coordinator nightly. A final count will be reflected on the post event settlement, Seasonal Adventures to be charged at \$12.00 per vehicle.

EVENT PROGRAM POLICIES AND PROCEDURES

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

INFLATABLE AMUSEMENTS AND ATTRACTIONS

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

MARKING THE GROUNDS

Any marking of the grounds must be pre-approved. Only white spray chalk is allowed. Chalking the grounds is subject to additional cleaning fees.

OAK VIEW GROUP dba OVG HOSPITALITY

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

PORT-A-POTTIES

Seasonal Adventures has agreed to provide and maintain port-a-potties throughout the event. OCFEC staff will not be responsible for maintenance of port-a-potties.

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.

RENTER AGREES

That damage occurring in Parking Lot C and/or of OCFEC property will be itemized and invoiced for payment by Seasonal Adventures.

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, Seasonal Adventures must comply with request.**

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Retropolis Entertainment** 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 21 - 23, 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:

Flashback '77

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

\$22,920.00

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.

Retropolis Entertainment
3575 Beethoven Street
Los Angeles, CA 90066

By: _____ Date: _____
Title: Lee Jossel, Partner

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

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

EXHIBIT A

Event Information					
Event Name:	Flashback '77	Contract No:			R-117-25
Contact Person:	Lee Jossel	Phone:			(310) 933-3012
Event Date:	11/22/2025	Hours:			6:00 PM - 11:00 PM
Admission Price:	\$60.00				
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:			3,000
Facility Rental Fees					
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>			<u>Actual</u>
Friday					
Courtyard	11/21/2025 08:00 AM - 05:00 PM	Move In			525.00
Huntington Beach Building (#12)	11/21/2025 08:00 AM - 05:00 PM	Move In			1,912.50
Saturday					
Courtyard	11/22/2025 06:00 PM - 11:00 PM	Event			1,050.00
Huntington Beach Building (#12)	11/22/2025 06:00 PM - 11:00 PM	Event			3,825.00
Sunday					
Courtyard	11/23/2025 08:00 AM - 11:59 AM	Move Out			No Charge
Huntington Beach Building (#12)	11/23/2025 08:00 AM - 11:59 AM	Move Out			No Charge
			Total:		7,312.50
Hosting of this event in the above specified spaces, Courtyard and Huntington Beach Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.					
Move out must be completed by 11:59 AM Sunday - November 23, 2025 to avoid additional charges.					
Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA		TBD
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA		360.00
400 Amp Drop	TBD	TBD EA	720.00 EA		TBD
Barricade (Plastic)	Estimate 20	20.00 EA	15.00 EA		300.00
Cable Ramp	Estimate 10	10.00 EA	15.00 EA		150.00
Dumpster	Estimate 15	15.00 EA	20.00 EA		300.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA		275.00
Electrical Usage Rate	Estimate Only	1.00 EA	400.00 EVT		400.00
EVOLV - Weapon Detection System	11/22/2025	1.00 EA	800.00 EA/DAY		800.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR		225.00
Man Lift	TBD	TBD HR	75.00 HR		TBD
Marquee Board	11/16/2025 - 11/22/2025	1.00 WK	Included		Included
Portable Electronic Message Board	11/22/2025	2.00 EA	75.00 EA/DAY		150.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY		TBD
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR		150.00
Stanchion	TBD	TBD EA	5.00 EA		TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR		375.00
			Total:		3,485.00
Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
Event Operations					
Set Up					
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	34.00 HR		272.00
Grounds Attendant	Estimate 14 Hours	14.00 HR	29.00 HR		406.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	29.00 HR		464.00
Electrician	Estimate 4 Hours	4.00 HR	72.50 HR		290.00

EXHIBIT A

Event Information						
Event Day						
Grounds Attendant Lead	11/22/2025 05:00PM - 12:00AM	1.00	EA	34.00	HR	238.00
Grounds Attendant	11/22/2025 05:00PM - 12:00AM	3.00	EA	29.00	HR	609.00
Janitorial Attendant	11/22/2025 05:00PM - 12:00AM	5.00	EA	29.00	HR	1,015.00
Electrician	11/22/2025 05:00PM - 12:00AM	1.00	EA	72.50	HR	507.50
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	29.00	HR	348.00
Electrician	Estimate 4 Hours	4.00	HR	72.50	HR	290.00
Event Sales & Services						
Event Coordinator	11/22/2025 05:00PM - 12:00AM	1.00	EA	56.00	HR	392.00
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	11/22/2025 05:00PM - 11:30PM	1.00	EA	34.00	HR	221.00
Security Attendant - EVOLV	11/22/2025 05:00PM - 11:30PM	5.00	EA	29.00	HR	942.50
Security Attendant	11/22/2025 05:00PM - 11:30PM	8.00	EA	29.00	HR	1,508.00
Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	11/22/2025 05:30PM - 11:30PM	2.00	EA	34.00	HR	408.00
Sound Monitor	11/22/2025	1.00	EA	845.00	EA/DAY	845.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
				Total:		10,622.50

Summary		
Facility Rental Total		\$7,312.50
Estimated Equipment, Reimbursable Personnel and Services Total		\$14,107.50
Refundable Deposit		\$1,500.00
Grand Total:		\$22,920.00

Payment Schedule		
Payment Schedule	Due Date	Amount
First Payment (25% Facility Fee)	Upon Signing	\$1,828.00
Second Payment	09/22/2025	\$10,546.00
Third Payment	10/22/2025	\$10,546.00
Total:		\$22,920.00

Please Remit Payment in *Check Only*

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

ALL PAYMENTS ARE NON-REFUNDABLE

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-118-25**DATE **July 25, 2025**

FAIRTIME

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

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **OCreate 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 12 - 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:

Maker Faire Orange County

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

\$46,722.50

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

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

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

**OCreate LLC
1038 E Bastanchury Road #124
Fullerton, CA 92835**

By: _____ Date: _____
Title: Ethan Coulter, Chief Executive Officer

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

By: _____ Date: _____
Title: James Canfield, Chief Executive Officer

EXHIBIT A

Event Information				
Event Name:	Maker Faire Orange County	Contract No:		R-118-25
Contact Person:	Ethan Coulter	Phone:		(505) 504-8770
Event Date:	09/13/2025 - 09/14/2025	Hours:		Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM
Admission Price:	TBD			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:		5,000
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Friday				
Costa Mesa Building (#10)	09/12/2025 10:00 AM - 08:00 PM	Move In		2,412.50
Park Plaza	09/12/2025 10:00 AM - 08:00 PM	Move In		875.00
Santa Ana Pavilion (Parade of Products)	09/12/2025 10:00 AM - 08:00 PM	Move In		1,212.50
Saturday				
Costa Mesa Building (#10)	09/13/2025 10:00 AM - 05:00 PM	Event		4,825.00
Park Plaza	09/13/2025 10:00 AM - 05:00 PM	Event		1,750.00
Santa Ana Pavilion (Parade of Products)	09/13/2025 10:00 AM - 05:00 PM	Event		2,425.00
Sunday				
Costa Mesa Building (#10)	09/14/2025 10:00 AM - 04:00 PM	Event		4,825.00
Park Plaza	09/14/2025 10:00 AM - 04:00 PM	Event		1,750.00
Santa Ana Pavilion (Parade of Products)	09/14/2025 10:00 AM - 04:00 PM	Event		2,425.00
Costa Mesa Building (#10)	09/14/2025 04:00 PM - 11:59 PM	Move Out		Included
Park Plaza	09/14/2025 04:00 PM - 11:59 PM	Move Out		Included
Santa Ana Pavilion (Parade of Products)	09/14/2025 04:00 PM - 11:59 PM	Move Out		Included
Total:				22,500.00
Hosting of this event in the above specified spaces, Costa Mesa Building, Park Plaza and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also assurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
Move out must be completed by 11:59 PM Sunday - September 14, 2025 to avoid additional charges.				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Bleacher (75 Seat Section)	TBD	TBD EA	200.00 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	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,650.00 EVT	1,650.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Man Lift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Marquee Board	08/18/2025 - 09/14/2025	4.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 8	8.00 EA	15.00 EA	120.00
Portable Electronic Message Board	09/13/2025 - 09/14/2025	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Ticket Booth (Double Window)	TBD	TBD EA	100.00 EA	TBD
Umbrella w/Stand	Estimate 8	8.00 EA	15.00 EA	120.00
Total:				4,150.00

EXHIBIT A

Event Information						
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 16 Hours	16.00	HR	29.00	HR	464.00
Electrician	Estimate 2 Hours	2.00	HR	72.50	HR	145.00
Event Day						
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	4.00	EA	29.00	HR	1,044.00
Janitorial Attendant	09/13/2025 09:00AM - 06:00PM	5.00	EA	29.00	HR	1,305.00
Electrician	09/13/2025 09:00AM - 06:00PM	1.00	EA	72.50	HR	652.50
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	4.00	EA	29.00	HR	928.00
Janitorial Attendant	09/14/2025 09:00AM - 05:00PM	5.00	EA	29.00	HR	1,160.00
Electrician	09/14/2025 09:00AM - 05:00PM	1.00	EA	72.50	HR	580.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	29.00	HR	348.00
Electrician	Estimate 3 Hours	3.00	HR	72.50	HR	217.50
<u>Event Sales & Services</u>						
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
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
<u>Safety & Security</u>						
Security Attendant Lead	09/13/2025 09:00AM - 05:30PM	1.00	EA	34.00	HR	289.00
Security Attendant*	09/13/2025 09:00AM - 05:30PM	13.00	EA	29.00	HR	3,204.50
Security Attendant Lead	09/14/2025 09:00AM - 04:30PM	1.00	EA	34.00	HR	255.00
Security Attendant*	09/14/2025 09:00AM - 04:30PM	13.00	EA	29.00	HR	2,827.50
<i>*Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.</i>						
<u>Outside Services</u>						
Emergency Medical Services	09/13/2025 09:30AM - 05:30PM	2.00	EA	34.00	HR	544.00
Emergency Medical Services	09/14/2025 09:30AM - 04:30PM	2.00	EA	34.00	HR	476.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
				Total:		18,572.50

EXHIBIT A

Event Information	
Summary	
Facility Rental Total	\$22,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$22,722.50
Refundable Deposit	\$1,500.00
	Grand Total:
	\$46,722.50

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$23,361.25
Second Payment	08/12/2025	\$23,361.25
		Total:
		\$46,722.50

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.

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

EXHIBIT A

Event Information

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

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, OCreate LLC must comply with request.**

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **NZK Productions 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

July 31, 2025

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

See Exhibit A

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

Golden Bachelor Filming

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

\$19,601.00

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.

**NZK Productions Inc
3400 W Olive Avenue, Ste. 500
Burbank, CA 91505**

By: _____ Date: _____
Title: Craig Grounds, Director

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

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

EXHIBIT A

Event Information				
Event Name:	Golden Bachelor Filming	Contract No:	R-119-25	
Contact Person:	Deborah Read	Phone:	(734) 562-2736	
Event Date:	07/31/2025	Hours:	2:00 PM - 10:00 PM	
Admission Price:	Included in Credentials			
Vehicle Parking Fee:	\$35.00 Reserved Parking	Projected Attendance:	35	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Thursday				
Onsite Filming (Various Locations)	07/31/2025 01:00 PM - 02:00 PM	Move In	No Charge	
Onsite Filming Fee (Various Locations)	07/31/2025 02:00 PM - 10:00 PM	Filming	10,000.00	
Note: Fair opens at 11:00 AM			Total:	10,000.00
Hosting of this event in the above specified spaces is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 Thursday - July 31, 2025 to avoid additional charges.				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Pacific Amphitheatre Credentials	Estimate 35	35.00 EA	100.00 EA	3,500.00
			Total:	3,500.00
Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Sales & Services				
Event Coordinator	07/31/2025 02:00PM - 10:00PM	1.00 EA	56.00 HR	448.00
Safety & Security				
Security Attendant (Fair)	07/31/2025 02:00PM - 10:00PM	2.00 EA	29.00 HR	464.00
Security Attendant (Pacific Amphitheatre)	07/31/2025 02:00PM - 10:00PM	2.00 EA	29.00 HR	464.00
Outside Services				
Local 504 Union Costs	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
			Total:	3,376.00
Summary				
Facility Rental Total				\$10,000.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$6,876.00
Reserved Parking (Based upon 35 vehicles at \$35.00 each)				\$1,225.00
Refundable Deposit				\$1,500.00
			Grand Total:	\$19,601.00
Payment Schedule				
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>		
First Payment	Upon Signing	\$19,601.00		
		Total:	\$19,601.00	

Please Remit Payment in *Check or Credit Card Only*

ALL PAYMENTS ARE NON REFUNDABLE

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PACIFIC AMPHITHEATRE CONCERT SEATS

Costs for Pacific Amphitheatre Concert Seating is not included in the agreement. Seats for cast or crew members will be charged if a guest needs to be reseated.

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Orange County (CA) Alumnae Chapter Delta Sigma Theta Sorority, 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 17, 2025

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

See Exhibit A

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

Orange County Alumnae Chapter - 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:

\$756.00

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.

**Orange County (CA) Alumnae Chapter
Delta Sigma Theta Sorority, Inc.
P.O. Box 26904
Santa Ana, CA 92799-6904**

By: _____ Date: _____
Title: **Barbara Bagneris, President**

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

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

EXHIBIT A

Event Information				
Event Name:	Orange County Alumnae Chapter - Club OC	Contract No:		R-120-25
Contact Person:	Barbara Bagneris	Phone:		(714) 924-2292
Event Date:	08/17/2025	Hours:		1:00 PM - 5:00 PM
Admission Price:	Group Order purchased through Tandem			
Vehicle Parking Fee:	\$15.00 General Parking	Projected Attendance:		30
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>		<u>Actual</u>
Sunday				
Club OC Plaza Pacifica West	08/17/2025 01:00 PM - 05:00 PM	Event		500.00
Note: Fair opens at 11:00 AM			Total:	500.00
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 5:00 PM Sunday - August 17, 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
			Total:	40.00
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Post Event Clean Up				
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
Insurance (see Exhibit B)				
Special Event Liability Insurance (S.E.L.I.)	08/17/2025	1.00 EA	100.00 EA/DAY	100.00
			Total:	216.00
Summary				
Facility Rental Total				\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$256.00
			Grand Total:	\$756.00
Payment Schedule				
<u>Payment Schedule</u>		<u>Due Date</u>		<u>Amount</u>
First Payment		Upon Signing		\$756.00
			Total:	\$756.00

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, Orange County (CA) Alumnae Chapter Delta Sigma Theta Sorority, Inc. must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Orange County (CA) Alumnae Chapter Delta Sigma Theta Sorority, Inc. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Orange County (CA) Alumnae Chapter Delta Sigma Theta Sorority, Inc. must execute changes within the specified timeframe.

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-121-25**
DATE **August 7, 2025**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **CrashIntoEarthLLC** 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 30 - November 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:

Crash Into Earth Festival

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

\$47,019.50

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" "I" "S" and "T" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

**CrashIntoEarthLLC
668 N Coast Highway #508
Laguna Beach, CA 92651**

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

By: _____ Date: _____
Title: Merrett Scott, CEO

By: _____ Date: _____
Title: James Canfield, Chief Executive Officer

EXHIBIT A

Event Information					
Event Name:	Crash Into Earth Festival	Contract No:			R-121-25
Contact Person:	Merrett Scott	Phone:			(949) 285-2057
Event Date:	10/31/2025	Hours:			3:00 PM - 10:00 PM
Admission Price:	\$100.00				
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:			3,000
Facility Rental Fees					
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>			<u>Actual</u>
Thursday					
Country Meadows	10/30/2025 08:00 AM - 11:00 PM	Move In			1,075.00
Courtyard	10/30/2025 08:00 AM - 11:00 PM	Move In			525.00
Crafters Village	10/30/2025 08:00 AM - 11:00 PM	Move In			675.00
Park Plaza	10/30/2025 08:00 AM - 11:00 PM	Move In			875.00
Santa Ana Pavilion (Parade of Products)	10/30/2025 08:00 AM - 11:00 PM	Move In			1,212.50
Friday					
Country Meadows	10/31/2025 03:00 PM - 10:00 PM	Event			2,150.00
Courtyard	10/31/2025 03:00 PM - 10:00 PM	Event			1,050.00
Crafters Village	10/31/2025 03:00 PM - 10:00 PM	Event			1,350.00
Park Plaza	10/31/2025 03:00 PM - 10:00 PM	Event			1,750.00
Santa Ana Pavilion (Parade of Products)	10/31/2025 03:00 PM - 10:00 PM	Event			2,425.00
Saturday					
Country Meadows	11/01/2025 06:00 AM - 10:00 AM	Move Out			No Charge
Courtyard	11/01/2025 06:00 AM - 11:59 AM	Move Out			No Charge
Crafters Village	11/01/2025 06:00 AM - 11:59 AM	Move Out			No Charge
Park Plaza	11/01/2025 06:00 AM - 11:59 AM	Move Out			No Charge
Santa Ana Pavilion (Parade of Products)	11/01/2025 06:00 AM - 11:59 AM	Move Out			No Charge
			Total:		13,087.50
Hosting of this event in the above specified spaces, Country Meadows, Courtyard, Crafters Village, Park Plaza 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 from Country Meadows must be completed by 10:00 AM Saturday - November 1, 2025 to avoid additional charges.					
Move out from all spaces must be completed by 11:59 AM Saturday - November 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
30 Amp Drop	TBD	TBD EA	50.00 EA		TBD
50 Amp Drop	TBD	TBD EA	70.00 EA		TBD
200 Amp Drop	TBD	TBD EA	360.00 EA		TBD
400 Amp Drop	Estimate 1	1.00 EA	720.00 EA		720.00
40 Yard Dumpster	Estimate 2	2.00 EA	241.00 EA		482.00
Barricade (Plastic)	Estimate 50	50.00 EA	15.00 EA		750.00
Bench (Metal)	TBD	TBD EA	15.00 EA		TBD
Cable Ramp	TBD	TBD EA	15.00 EA		TBD
Chair (Individual)	Estimate 300	300.00 EA	2.50 EA		750.00
Dumpster	TBD	TBD EA	20.00 EA		TBD
Electrical Splitter Box	Estimate 15	15.00 EA	55.00 EA		825.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,250.00 EVT		1,250.00
EVOLV - Weapon Detection System	10/31/2025	1.00 EA	800.00 EA/DAY		800.00
Forklift	Estimate 15 Hours	15.00 HR	75.00 HR		1,125.00

EXHIBIT A

Event Information						
Forklift (40 Yard Dumpster)	Estimate 20 Hours	20.00	HR	75.00	HR	1,500.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	10/04/2025 - 10/31/2025	4.00	WK	Included	Included	
Picnic Table (Rectangular & Round)	Estimate 15	15.00	EA	15.00	EA	225.00
Portable Electronic Message Board	10/31/2025	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Stanchion	Estimate 20	20.00	EA	5.00	EA	100.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Tonnage Weight (40 Yard Dumpster)	Estimate 5 Tons	5.00	TON	83.00	TON	415.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						10,142.00
Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>	
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	34.00	HR	340.00
Grounds Attendant	Estimate 35 Hours	35.00	HR	29.00	HR	1,015.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	29.00	HR	580.00
Electrician	Estimate 20 Hours	20.00	HR	72.50	HR	1,450.00
Plumber	TBD	TBD	HR	72.50	HR	TBD
Event Day						
Grounds Attendant Lead	10/31/2025 02:00PM - 11:00PM	1.00	EA	34.00	HR	306.00
Grounds Attendant	10/31/2025 02:00PM - 11:00PM	3.00	EA	29.00	HR	783.00
Janitorial Attendant Lead	10/31/2025 02:00PM - 11:00PM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	10/31/2025 02:00PM - 11:00PM	8.00	EA	29.00	HR	2,088.00
Electrician	10/31/2025 02:00PM - 11:00PM	1.00	EA	72.50	HR	652.50
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	34.00	HR	340.00
Grounds Attendant	Estimate 35 Hours	35.00	HR	29.00	HR	1,015.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	29.00	HR	580.00
Electrician	Estimate 20 Hours	20.00	HR	72.50	HR	1,450.00
Event Sales & Services						
Event Coordinator	10/31/2025 02:00PM - 11:00PM	1.00	EA	56.00	HR	504.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Safety & Security						
Security Attendant - Overnight	10/30/2025 07:30PM - 07:00AM	1.00	EA	29.00	HR	333.50
Security Attendant Lead	10/31/2025 02:00PM - 10:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - EVOLV	10/31/2025 02:00PM - 10:30PM	4.00	EA	29.00	HR	986.00
Security Attendant	10/31/2025 02:00PM - 10:30PM	12.00	EA	29.00	HR	2,958.00
Technology						
Technology Attendant	TBD (Audio Configuration Fee)	TBD	HR	100.00	EVT	TBD

EXHIBIT A

Event Information						
Outside Services						
Emergency Medical Services	10/31/2025 02:30PM - 10:30PM	2.00	EA	34.00	HR	544.00
Orange County Sheriff Services	10/31/2025 Estimate Only	1.00	EA	1,400.00	EVT	1,400.00
Sound Engineer	10/31/2025	1.00	EA	845.00	EA/DAY	845.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	3.00	HR	263.00	HR	789.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	2,000.00	EVT	2,000.00
					Total:	22,290.00
Summary						
Facility Rental Total						\$13,087.50
Estimated Equipment, Reimbursable Personnel and Services Total						\$32,432.00
Refundable Deposit						\$1,500.00
					Grand Total:	\$47,019.50
Payment Schedule						
Payment Schedule				Due Date		Amount
First Payment (25% Facility Fee)				Upon Signing		\$3,271.88
Second Payment				08/29/2025		\$21,874.00
Third Payment				09/30/2025		\$21,873.62
					Total:	\$47,019.50

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.

AMENDMENTS

Any changes to this agreement will be outlined in an amendment to be signed and executed by Renter and Association.

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.

EXHIBIT A

Event Information

CANOPIES / TENTS

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

COVID GUIDELINES

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

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>

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.

EXHIBIT A

Event Information

RIGGING

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

SOUND ORDINANCE

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

STAGE

Stage barricades are required in front of all stages.

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-122-25**
DATE **August 15, 2025**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Girl Scouts of Orange County** 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 2, 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:

Girl Scouts of Orange County STEM Expo 2025

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

\$15,621.00

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.

**Girl Scouts of Orange County
9500 Toledo Way
Irvine, CA 92618**

By: _____ Date: _____
Title: Amanda Moore, Program Manager

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

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

EXHIBIT A

Event Information							
Event Name:	Girl Scouts of Orange County STEM Expo 2025	Contract No:	R-122-25				
Contact Person:	Amanda Moore	Phone:	(714) 944-3543				
Event Date:	11/02/2025	Hours:	1:00 PM - 4:00 PM				
Admission Price:	Private Event						
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	500				
Facility Rental Fees							
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>					
Sunday							
Country Meadows	11/02/2025 08:00 AM - 01:00 PM	Move In	Included				
Huntington Beach Building (#12)	11/02/2025 08:00 AM - 01:00 PM	Move In	Included				
Country Meadows	11/02/2025 01:00 PM - 04:00 PM	Event	2,150.00				
Huntington Beach Building (#12)	11/02/2025 01:00 PM - 04:00 PM	Event	3,825.00				
			Total:	5,975.00			
Hosting of this event in the above specified spaces, Country Meadows and Huntington Beach Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.							
Move out must be completed by 11:59 PM Sunday - November 2, 2025 to avoid additional charges.							
Estimated Equipment Fees							
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>			
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD			
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD			
Dumpster	Estimate 5	5.00 EA	20.00 EA	100.00			
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD			
Electrical Usage Rate	Estimate Only	1.00 EA	500.00 EVT	500.00			
Forklift	TBD	TBD HR	75.00 HR	TBD			
Man Lift	TBD	TBD HR	75.00 EA	TBD			
Portable Electronic Message Board	11/02/2025	2.00 EA	75.00 EA/DAY	150.00			
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD			
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00			
			Total:	975.00			
Reimbursable Personnel and Services Fees							
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>			
Event Operations							
Set Up							
Grounds Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00			
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00			
Electrician	Estimate 1 Hour	1.00 HR	72.50 HR	72.50			
Event Day							
Grounds Attendant Lead	11/02/2025 12:00PM - 05:00PM	1.00 EA	34.00 HR	170.00			
Grounds Attendant	11/02/2025 12:00PM - 05:00PM	3.00 EA	29.00 HR	435.00			
Janitorial Attendant	11/02/2025 12:00PM - 05:00PM	2.00 EA	29.00 HR	290.00			
Clean Up							
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	34.00 HR	170.00			
Grounds Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00			
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			

EXHIBIT A

Event Information						
<u>Event Sales & Services</u>						
Event Coordinator	11/02/2025 12:00PM - 05:00PM	1.00	EA	56.00	HR	280.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
<u>Safety & Security</u>						
Security Attendant Lead	11/02/2025 12:00PM - 04:30PM	1.00	EA	34.00	HR	153.00
Security Attendant	11/02/2025 12:00PM - 04:30PM	3.00	EA	29.00	HR	391.50
<u>Technology</u>						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
<u>Outside Services</u>						
Emergency Medical Services	11/02/2025 12:30PM - 04:30PM	1.00	EA	34.00	HR	136.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
				Total:		4,171.00
Summary						
Facility Rental Total						\$5,975.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$5,146.00
Parking Buyout (<i>Based upon 250 vehicles at \$12.00 each</i>)						\$3,000.00
Refundable Deposit						\$1,500.00
				Grand Total:		\$15,621.00
Payment Schedule						
<u>Payment Schedule</u>			<u>Due Date</u>		<u>Amount</u>	
First Payment			Upon Signing		\$7,810.50	
Second Payment			10/02/2025		\$7,810.50	
				Total:		\$15,621.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

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.

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

INFLATABLE AMUSEMENTS AND ATTRACTIONS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **OC Card Show** 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 31 - November 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:

OC Card Show

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

\$23,350.00

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.

**OC Card Show
1515 E Katella Avenue
Anaheim, CA 92805**

By: _____ Date: _____
Title: Robby Sanchez, Founder

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

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

EXHIBIT A

Event Information			
Event Name:	OC Card Show	Contract No:	R-124-25
Contact Person:	Robby Sanchez	Phone:	(714) 404-1608
Event Date:	11/01/2025 - 11/02/2025	Hours:	Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	10/31/2025 09:00 AM - 08:00 PM	Move In	2,012.50
Saturday			
The Hangar	11/01/2025 10:00 AM - 05:00 PM	Event	4,025.00
Sunday			
The Hangar	11/02/2025 10:00 AM - 04:00 PM	Event	4,025.00
Monday			
The Hangar	11/03/2025 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			10,062.50

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

Move out must be completed by 11:59 AM Monday - November 3, 2025 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
100 Amp Drop	TBD	TBD EA	70.00 EA	TBD	
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD	
Chair (Individual)	Estimate 20	20.00 EA	2.50 EA	50.00	
Dumpster	Estimate 10	10.00 EA	20.00 EA	200.00	
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD	
Electrical Usage Rate	Estimate Only	1.00 EA	500.00 EVT	500.00	
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00	
Man Lift	TBD	TBD HR	75.00 HR	TBD	
Marquee Board	10/27/2025 - 11/02/2025	1.00 WK	Included	Included	
Portable Electronic Message Board	11/01/2025 - 11/02/2025	2.00 EA	75.00 EA/DAY	300.00	
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD	
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00	
Total:				1,500.00	

Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
Event Operations					
Set Up					
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	34.00 HR	136.00	
Grounds Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00	
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00	
Electrician	TBD	TBD HR	72.50 HR	TBD	
Event Day					
Grounds Attendant Lead	11/01/2025 09:00AM - 06:00PM	1.00 EA	34.00 HR	306.00	
Grounds Attendant	11/01/2025 09:00AM - 06:00PM	2.00 EA	29.00 HR	522.00	
Janitorial Attendant	11/01/2025 09:00AM - 06:00PM	3.00 EA	29.00 HR	783.00	
Electrician	TBD	TBD EA	72.50 HR	TBD	

EXHIBIT A

Event Information							
Grounds Attendant Lead	11/02/2025 09:00AM - 05:00PM	1.00	EA	34.00	HR	272.00	
Grounds Attendant	11/02/2025 09:00AM - 05:00PM	2.00	EA	29.00	HR	464.00	
Janitorial Attendant	11/02/2025 09:00AM - 05:00PM	3.00	EA	29.00	HR	696.00	
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 8 Hours	8.00	HR	29.00	HR	232.00	
Janitorial Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00	
Electrician	TBD		TBD	HR	72.50	HR	TBD
Event Sales & Services							
Event Coordinator	11/01/2025 09:00AM - 06:00PM	1.00	EA	56.00	HR	504.00	
Event Coordinator	11/02/2025 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 Lead	11/01/2025 09:00AM - 05:30PM	1.00	EA	34.00	HR	289.00	
Security Attendant	11/01/2025 09:00AM - 05:30PM	5.00	EA	29.00	HR	1,232.50	
Security Attendant Lead	11/02/2025 09:00AM - 04:30PM	1.00	EA	34.00	HR	255.00	
Security Attendant	11/02/2025 09:00AM - 04:30PM	5.00	EA	29.00	HR	1,087.50	
Technology							
Technology Attendant	TBD (Audio Configuration)		TBD	EA	100.00	EVT	TBD
Outside Services							
Emergency Medical Services	11/01/2025 09:30AM - 05:30PM	2.00	EA	34.00	HR	544.00	
Emergency Medical Services	11/02/2025 09:30AM - 04:30PM	2.00	EA	34.00	HR	476.00	
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50	
Total:						10,287.50	

Summary

Facility Rental Total		\$10,062.50
Estimated Equipment, Reimbursable Personnel and Services Total		\$11,787.50
Refundable Deposit		\$1,500.00
Grand Total:		\$23,350.00

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	Upon Signing	\$11,675.00
Second Payment	09/30/2025	\$11,675.00
Total:		\$23,350.00

EXHIBIT A

Event Information

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.

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

August 26, 2025 & November 5, 2025

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

See Exhibit A

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

NMUSD - Bus Training

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

\$1,125.00 per day

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

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

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

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

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

By _____ Date: _____
**Title: Lance Bidnick, Administrative
Director II, M&O**

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

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

EXHIBIT "A"

Event Name:	NMUSD Bus Training	Contract No:	R-125-25
Contact Person:	Shelley Humphrey	Phone:	(714) 424-5083
Event Date:	08/26/2025 & 11/05/2025	Hours:	8:00 AM - 11:00 AM
		Projected Attendance:	3

LOCATION(S):

Available ½ Parking Lot.....\$1,125.00 Per Day

RENTER AGREES:

- To contact the Event Sales & Services Department at (714) 708-1572 prior to scheduling any additional training sessions to ensure that the location is available.
- **To conduct trainings sessions on dates below.**

August 26, 2025

November 5, 2025

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

EXHIBIT "A"

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,125.00
Second Payment	10/06/2025	\$1,125.00
Payment Total:		\$2,250.00

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.

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

EXHIBIT "A"

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Newport-Mesa Unified School District, a California municipal corporation and charter city must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Newport-Mesa Unified School District, a California municipal corporation and charter city must execute changes within the specified time frame.

REVIEWED_____

AGREEMENT NO.	R-126-25
DATE	August 11, 2025
FAIRTIME	
INTERIM	XX

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

August 25 - September 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:

Kastl Camping

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

\$8,193.00

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

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

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

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

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

By _____ Date: _____
Title: Kay Kastl, Owner

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

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

EXHIBIT A

Event Information				
Event Name:	Kastl Camping	Contract No:		R-126-25
Contact Person:	Kay Kastl	Phone:		(951) 757-6607
Event Date:	08/25/2025 - 09/15/2025	Hours:		12:00 AM - 11:59 PM Daily
Camping and Parking Fee:	<i>See Facility Rental Fees</i>			Projected Attendance: 30
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
August				
Campground (<i>Employee Bunkhouse/RV</i>)	08/25/2025 - 08/31/2025 (7 Nights)	7.00 EA	45.00 EA/DAY	2,205.00
September				
Campground (<i>Employee Bunkhouse/RV</i>)	09/01/2025 - 09/15/2025 (14 Nights)	7.00 EA	45.00 EA/DAY	4,410.00
			Total:	6,615.00
Hosting of this event in the above specified space, Campground, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
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>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 22	22.00 EA	20.00 EA	440.00
			Total:	440.00
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	TBD	TBD HR	72.50 HR	TBD
Event Day				
Grounds Attendant	08/25/2025 - 09/15/2025 Estimate 1 Hour Per Day	1.00 HR	29.00 HR	638.00
Janitorial Attendant	TBD	TBD HR	29.00 HR	TBD
Clean Up				
Grounds Attendant	TBD	TBD HR	29.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	29.00 HR	TBD
Electrician	TBD	TBD HR	72.50 HR	TBD
			Total:	638.00
Summary				
Facility Rental Total				\$6,615.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$1,078.00
Refundable Deposit				\$500.00
			Grand Total:	\$8,193.00
Payment Schedule				
<u>Payment Schedule</u>		<u>Due Date</u>		<u>Amount</u>
First Payment		Upon Signing		\$8,193.00
			Total:	\$8,193.00

Please Remit Payment in *Check Only*

ALL PAYMENTS ARE NON REFUNDABLE

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

RESTROOMS

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

SOUND ORDINANCE

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

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

REVIEWED_____

AGREEMENT NO. **R-127-25**
DATE **August 11, 2025**
FAIRTIME
INTERIM **XX**

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

September 23 - 29, 2025

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

See Exhibit A

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

Kastl Camping

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

\$2,733.00

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

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

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

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

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

By _____ Date: _____
Title: Kay Kastl, Owner

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

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

EXHIBIT A

Event Information				
Event Name:	Kastl Camping	Contract No:		R-127-25
Contact Person:	Kay Kastl	Phone:		(951) 757-6607
Event Date:	09/23/2025 - 09/29/2025	Hours:		12:00 AM - 11:59 PM Daily
Camping and Parking Fee:	<i>See Facility Rental Fees</i>	Projected Attendance:		30
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
September				
Campground (<i>Employee Bunkhouse/RV</i>)	09/23/2025 - 09/29/2025 (6 Nights)	7.00 EA	45.00 EA/DAY	1,890.00
			Total:	1,890.00
Hosting of this event in the above specified space, Campground, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
Move out must be completed by 11:59 AM Monday - September 29, 2025 to avoid additional charges.				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 7	7.00 EA	20.00 EA	140.00
			Total:	140.00
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	TBD	TBD HR	72.50 HR	TBD
Event Day				
Grounds Attendant	09/23/2025 - 09/29/2025 Estimate 1 Hour Per Day	1.00 HR	29.00 HR	203.00
Janitorial Attendant	TBD	TBD HR	29.00 HR	TBD
Clean Up				
Grounds Attendant	TBD	TBD HR	29.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	29.00 HR	TBD
Electrician	TBD	TBD HR	72.50 HR	TBD
			Total:	203.00
Summary				
Facility Rental Total				\$1,890.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$343.00
Refundable Deposit				\$500.00
			Grand Total:	\$2,733.00
Payment Schedule				
<u>Payment Schedule</u>		<u>Due Date</u>		<u>Amount</u>
First Payment		<i>Upon Signing</i>		\$2,733.00
			Total:	\$2,733.00

Please Remit Payment in *Check Only*

ALL PAYMENTS ARE NON REFUNDABLE

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

RESTROOMS

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

SOUND ORDINANCE

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

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-128-25**
DATE **August 29, 2025**
FAIRTIME
INTERIM **XX**

RENTAL AGREEMENT

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

OC Cocktail & Spirits Show

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

\$12,269.00

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.

**SIP Awards
2323 Main Street
Irvine, CA 92614**

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

By: _____ Date: _____
Title: Artika Negahdar, Marketing Manager

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

EXHIBIT A

Event Information				
Event Name:	OC Cocktail & Spirits Show	Contract No:		R-128-25
Contact Person:	Artika Negahdar	Phone:		(949) 244-9244
Event Date:	11/15/2025	Hours:		2:00 PM - 6:00 PM
Admission Price:	TBD			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:		1,200
Booking Function				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Saturday				
Huntington Beach Building (#12)	11/15/2025 06:00 AM - 02:00 PM	Move In		Included
Huntington Beach Building (#12)	11/15/2025 02:00 PM - 06:00 PM	Event		3,825.00
Huntington Beach Building (#12)	11/15/2025 06:00 PM - 11:59 PM	Move Out		Included
			Total:	3,825.00
Hosting of this event in the above specified space, Huntington Beach Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
Move out must be completed by 11:59 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	Estimate 1	1.00 EA	25.00 EA	25.00
100 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 10	10.00 EA	20.00 EA	200.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	250.00 EVT	250.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
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 10	10.00 EA	15.00 EA	150.00
Portable Electronic Message Board	11/15/2025	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
			Total:	1,250.00
Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	34.00 HR	136.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	29.00 HR	232.00
Electrician	Estimate 2 Hours	2.00 HR	72.50 HR	145.00
Event Day				
Grounds Attendant Lead	11/15/2025 01:00PM - 07:00PM	1.00 EA	34.00 HR	204.00
Grounds Attendant	11/15/2025 01:00PM - 07:00PM	2.00 EA	29.00 HR	348.00
Janitorial Attendant	11/15/2025 01:00PM - 07:00PM	2.00 EA	29.00 HR	348.00
Electrician	11/15/2025 01:00PM - 07:00PM	1.00 EA	72.50 HR	435.00

EXHIBIT A

Event Information						
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	29.00	HR	174.00
Electrician	Estimate 2 Hours	2.00	HR	72.50	HR	145.00
Event Sales & Services						
Event Coordinator	11/15/2025 01:00PM - 07:00PM	1.00	EA	56.00	HR	336.00
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	11/15/2025 01:00PM - 06:30PM	1.00	EA	34.00	HR	187.00
Security Attendant	11/15/2025 01:00PM - 06:30PM	5.00	EA	29.00	HR	797.50
Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	11/15/2025 01:30PM - 06:30PM	2.00	EA	34.00	HR	340.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
						Total: 5,694.00
Summary						
Facility Rental Total						\$3,825.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$6,944.00
Refundable Deposit						\$1,500.00
						Grand Total: \$12,269.00
Payment Schedule						
Payment Schedule			Due Date		Amount	
First Payment			09/15/2025		\$6,134.50	
Second Payment			10/15/2025		\$6,134.50	
						Total: \$12,269.00

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.

EXHIBIT A

Event Information

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

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, SIP Awards must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31REVIEWED TDAPPROVED EYAGREEMENT NO. **RA-EQC017-25**DATE **08/05/2025**

FAIRTIME

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

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

September 1 – December 31, 2025

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

See Exhibit A and W

<input checked="" type="checkbox"/> <u>3</u> Box Stall (12' x 12')	<input type="checkbox"/> <u> </u> Locker (Association Owned)
<input type="checkbox"/> <u> </u> Double Box Stall (12' x 24')	<input type="checkbox"/> <u> </u> Storage (Non-Association Owned)
<input checked="" type="checkbox"/> <u>2</u> Tack Room	<input checked="" type="checkbox"/> <u>1</u> Misc. <u>Facility Use Fee</u>
<input checked="" type="checkbox"/> <u>1</u> Horse Trailer Parking	

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

Horse Boarding

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

SEE RATE SHEET (Exhibit W)

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

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

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

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

Citrus Hill Farms
Robyn and Demi Stiegler

By: 
76B0E01E5F7D441
Title: Robyn Stiegler, Renter

Date: 8/6/2025

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

Signed by:

D46CB1EE42244DE
Title: Michele Capps, Chief Business Development Officer

Date: 8/6/2025

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

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

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

RENTER AGREES:

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

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

11. Possessory Lien

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

12. General Rules and Regulations

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

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

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

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

ASSOCIATION AGREES:

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

California Fair Services Authority

EXHIBIT "B"

INSURANCE REQUIREMENTS (revised effective January 1, 2023)

I. Evidence of Coverage

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

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

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

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

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

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

III. Participant Waivers

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

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

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

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

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

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

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

5. Assignment

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

6. Termination

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

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

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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

EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

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

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

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

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

IN SUMMARY:

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

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

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

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

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



Exhibit W

Boarding Fee Stall Base Rates

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

* See The Ranch office for details.

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

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

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

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

Example charges:

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

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

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

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

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

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

Lockers (OCFEC owned)

Locker	\$53 Monthly
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*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

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

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

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

Miscellaneous

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

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Robyn Stiegler ("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 8/6/2025, 2025.

PARTICIPANT/RELEASOR



78B8E81E5F7D441...
Signature

Address: 18725 Redwing Street
Tarzana, CA 91356

PARENT OR GUARDIAN

Signature
Address: _____

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

September 3 - 8, 2025

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

See Exhibit A

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

626 Night Market - OC

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

\$156,795.00

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

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

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

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

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

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

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

By: _____ Date: _____
Title: James Canfield, Chief Executive Officer

EXHIBIT A

Event Information				
Event Name:	626 Night Market - OC	Contract No:	R-016-25 REVISED	
Contact Person:	Jonny Hwang	Phone:	(626) 765-5066	
Event Date:	09/05/2025 - 09/07/2025	Hours:	Friday - Sunday: 4:00 PM - 11:00 PM	
Admission Price:	\$5.00			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	25,000	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Wednesday				
OC Promenade (Span)	09/03/2025 07:00 AM - 11:59 PM	Move In	1,362.50	
½ Parking Lot G	09/03/2025 07:00 AM - 11:59 PM	Move In	562.50	
Parking Lot I	09/03/2025 07:00 AM - 11:59 PM	Move In	1,125.00	
Thursday				
OC Promenade (Span)	09/04/2025 07:00 AM - 11:59 PM	Move In	1,362.50	
½ Parking Lot G	09/04/2025 07:00 AM - 11:59 PM	Move In	562.50	
Parking Lot I	09/04/2025 07:00 AM - 11:59 PM	Move In	1,125.00	
Friday				
OC Promenade (Span)	09/05/2025 04:00 PM - 11:00 PM	Event	2,725.00	
½ Parking Lot G	09/05/2025 04:00 PM - 11:00 PM	Event	1,125.00	
Parking Lot I	09/05/2025 04:00 PM - 11:00 PM	Event	2,250.00	
Saturday				
OC Promenade (Span)	09/06/2025 04:00 PM - 11:00 PM	Event	2,725.00	
½ Parking Lot G	09/06/2025 04:00 PM - 11:00 PM	Event	1,125.00	
Parking Lot I	09/06/2025 04:00 PM - 11:00 PM	Event	2,250.00	
Sunday				
OC Promenade (Span)	09/07/2025 04:00 PM - 11:00 PM	Event	2,725.00	
½ Parking Lot G	09/07/2025 04:00 PM - 11:00 PM	Event	1,125.00	
Parking Lot I	09/07/2025 04:00 PM - 11:00 PM	Event	2,250.00	
Monday				
OC Promenade (Span)	09/08/2025 07:00 AM - 11:59 AM	Move Out	No Charge	
½ Parking Lot G	09/08/2025 07:00 AM - 11:59 AM	Move Out	No Charge	
Parking Lot I	09/08/2025 07:00 AM - 11:59 AM	Move Out	No Charge	
Total:				24,400.00

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

Move out must be completed by 11:59 AM Monday - September 8, 2025 to avoid additional charges.

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

EXHIBIT A

Event Information						
Cable Ramp	Estimate 200	200.00	EA	15.00	EA	3,000.00
Concrete Base	Estimate 2	2.00	EA	75.00	EA	150.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 83	83.00	EA	55.00	EA	4,565.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,750.00	EVT	2,750.00
EVOLV - Weapon Detection System	09/05/2025 - 09/07/2025	1.00	EA	800.00	EA/DAY	2,400.00
Forklift (40 Yard Dumpster)	Estimate 36 Hours	36.00	HR	75.00	HR	2,700.00
Forklift (Equipment)	Estimate 30 Hours	30.00	HR	75.00	HR	2,250.00
Forklift (Picnic Tables)	Estimate 15 Hours	15.00	HR	75.00	HR	1,125.00
Man Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Marquee Board	08/11/2025 - 09/07/2025	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 130	130.00	EA	15.00	EA	1,950.00
Portable Electronic Message Board	09/05/2025 - 09/07/2025	2.00	EA	75.00	EA/DAY	450.00
Sand Bag	TBD	TBD	EA	0.50	EA	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Flat Rate	1.00	EA	400.00	FLAT	400.00
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Tonnage Weight (40 Yard Dumpster)	Estimate 22 Tons	22.00	TON	80.00	TON	1,760.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						30,430.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>		
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	34.00	HR	408.00
Grounds Attendant (Fence Panels)	Estimate 8 Hours	8.00	HR	29.00	HR	232.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	29.00	HR	1,624.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	29.00	HR	580.00
Electrician	Estimate 57 Hours	57.00	HR	72.50	HR	4,132.50
Plumber	Estimate 11 Hours	11.00	HR	72.50	HR	797.50
Event Day						
Grounds Attendant Lead	09/05/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	09/05/2025 07:00AM - 03:30PM	4.00	EA	29.00	HR	986.00
Grounds Attendant	09/05/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Janitorial Attendant Lead	09/05/2025 02:00PM - 12:00AM	1.00	EA	34.00	HR	340.00
Janitorial Attendant	09/05/2025 02:00PM - 12:00AM	17.00	EA	29.00	HR	4,930.00
Janitorial Attendant	09/05/2025 06:00PM - 12:00AM	8.00	EA	29.00	HR	1,392.00
Electrician	09/05/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Plumber	09/05/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Grounds Attendant Lead	09/06/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	09/06/2025 07:00AM - 03:30PM	4.00	EA	29.00	HR	986.00
Grounds Attendant	09/06/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Janitorial Attendant Lead	09/06/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	09/06/2025 06:00PM - 12:00AM	8.00	EA	29.00	HR	1,392.00
Janitorial Attendant	09/06/2025 03:00PM - 12:00AM	21.00	EA	29.00	HR	5,481.00
Electrician	09/06/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Plumber	09/06/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50

EXHIBIT A

Event Information						
Grounds Attendant Lead	09/07/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Grounds Attendant	09/07/2025 03:00PM - 12:00AM	8.00	EA	29.00	HR	2,088.00
Grounds Attendant	09/07/2025 07:00AM - 03:30PM	4.00	EA	29.00	HR	986.00
Janitorial Attendant Lead	09/07/2025 03:00PM - 12:00AM	1.00	EA	34.00	HR	306.00
Janitorial Attendant	09/07/2025 06:00PM - 12:00AM	8.00	EA	29.00	HR	1,392.00
Janitorial Attendant	09/07/2025 03:00PM - 12:00AM	17.00	EA	29.00	HR	4,437.00
Electrician	09/07/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Plumber	09/07/2025 03:00PM - 12:00AM	1.00	EA	72.50	HR	652.50
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	29.00	HR	1,624.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	29.00	HR	696.00
Electrician	Estimate 48 Hours	48.00	HR	72.50	HR	3,480.00
Plumber	Estimate 11 Hours	11.00	HR	72.50	HR	797.50
Event Sales & Services						
Event Coordinator	09/05/2025 02:00PM - 11:30PM	1.00	EA	56.00	HR	532.00
Event Coordinator	09/06/2025 02:00PM - 11:30PM	1.00	EA	56.00	HR	532.00
Event Coordinator	09/07/2025 02:00PM - 11:30PM	1.00	EA	56.00	HR	532.00
Parking						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	34.00	HR	816.00
Parking Attendant	Estimate 54 Hours	54.00	HR	29.00	HR	1,566.00
Safety & Security						
Security Attendant - Overnight	09/04/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
Security Attendant Lead	09/05/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - Vendor Gate	09/05/2025 02:00PM - 11:30PM	1.00	EA	29.00	HR	275.50
Security Attendant	09/05/2025 03:00PM - 11:30PM	14.00	EA	29.00	HR	3,451.00
Security Attendant - Overnight	09/05/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
Security Attendant Lead	09/06/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - Vendor Gate	09/06/2025 02:00PM - 11:30PM	1.00	EA	29.00	HR	275.50
Security Attendant	09/06/2025 03:00PM - 11:30PM	14.00	EA	29.00	HR	3,451.00
Security Attendant - Overnight	09/06/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
Security Attendant Lead	09/07/2025 03:00PM - 11:30PM	1.00	EA	34.00	HR	289.00
Security Attendant - Vendor Gate	09/07/2025 02:00PM - 11:30PM	1.00	EA	29.00	HR	275.50
Security Attendant	09/07/2025 03:00PM - 11:30PM	14.00	EA	29.00	HR	3,451.00
Security Attendant - Overnight	09/07/2025 10:30PM - 09:30AM	2.00	EA	29.00	HR	638.00
Technology						
Technology Attendant	TBD			TBD	HR	56.00
						TBD
Outside Services						
Costa Mesa Police Department	TBD			TBD	EVT	TBD
Emergency Medical Services	09/05/2025 03:30PM - 11:30PM	4.00	EA	34.00	HR	1,088.00
Emergency Medical Services	09/06/2025 03:30PM - 11:30PM	4.00	EA	34.00	HR	1,088.00
Emergency Medical Services	09/07/2025 03:30PM - 11:30PM	4.00	EA	34.00	HR	1,088.00
Orange County Sheriff Services	09/05/2025 Estimate Only	1.00	EA	6,000.00	EVT	6,000.00
Orange County Sheriff Services	09/06/2025 Estimate Only	1.00	EA	6,000.00	EVT	6,000.00

EXHIBIT A

Event Information						
Orange County Sheriff Services	09/07/2025 Estimate Only	1.00	EA	6,000.00	EVT	6,000.00
Sound Engineer	09/05/2025 - 09/07/2025	1.00	EA	845.00	EA/DAY	2,535.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,600.00	EVT	4,600.00
					Total:	\$96,965.00

Summary						
Facility Rental Total						\$24,400.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$127,395.00
Refundable Deposit						\$5,000.00
					Grand Total:	\$156,795.00

Payment Schedule						
Payment Schedule						
First Payment				Due Date		Amount
				Upon Signing		\$78,397.50
Second Payment				07/07/2025		\$78,397.50
					Total:	\$156,795.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

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>

FOOD & BEVERAGE VENDOR FEE – 626 NIGHT MARKET - OC

Incuplace, LLC agrees to pay \$110.00 per food vendor (per 10'x10' space) and \$60.00 per food truck to OVG Hospitality by no later than **Monday - August 25, 2025**. OVG Hospitality will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to OVG Hospitality with submittal of associated fees.

FUTURE TERMS

Future terms and agreements subject to change.

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

August 28 - 31, 2025

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

See Exhibit A

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

Shoreline Dog Fanciers Association

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

\$66,431.50

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.

**Shoreline Dog Fanciers Association
14306 Holt Avenue
North Tustin, CA 92705**

By _____ Date: _____
Title: Kathy Webster, Show Chair

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

By _____ Date: _____
Title: James Canfield, Chief Executive Officer

EXHIBIT A

Event Information				
Event Name:	Shoreline Dog Fanciers Association	Contract No:	R-041-25 REVISED	
Contact Person:	Kathy Webster	Phone:	(714) 454-6708	
Event Date:	08/29/2025 - 08/31/2025	Hours:	Friday - Sunday: 8:00 AM - 5:00 PM	
Admission Price:	Free			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,000	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Thursday				
Anaheim Building (#16)	08/28/2025 10:00 AM - 10:00 PM	Move In	1,362.50	
Los Alamitos Building (#14)	08/28/2025 10:00 AM - 10:00 PM	Move In	1,712.50	
OC Promenade (Span)	08/28/2025 10:00 AM - 10:00 PM	Move In	1,362.50	
Friday				
Anaheim Building (#16)	08/29/2025 08:00 AM - 05:00 PM	Event	2,725.00	
Los Alamitos Building (#14)	08/29/2025 08:00 AM - 05:00 PM	Event	3,425.00	
OC Promenade (Span)	08/29/2025 08:00 AM - 05:00 PM	Event	2,725.00	
Saturday				
Anaheim Building (#16)	08/30/2025 08:00 AM - 05:00 PM	Event	2,725.00	
Los Alamitos Building (#14)	08/30/2025 08:00 AM - 05:00 PM	Event	3,425.00	
OC Promenade (Span)	08/30/2025 08:00 AM - 05:00 PM	Event	2,725.00	
Sunday				
Anaheim Building (#16)	08/31/2025 08:00 AM - 05:00 PM	Event	2,725.00	
Los Alamitos Building (#14)	08/31/2025 08:00 AM - 05:00 PM	Event	3,425.00	
OC Promenade (Span)	08/31/2025 08:00 AM - 05:00 PM	Event	2,725.00	
Total:				31,062.50
Hosting of this event in the above specified spaces, Anaheim Building, Los Alamitos Building and OC Promenade, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.				
Move out must be completed by 11:59 PM Sunday - August 31, 2025 to avoid additional charges.				
Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
30 Amp Drop - Campers	TBD (2024 = 10 EA)	TBD EA	50.00 EA	TBD
50 Amp Drop - Campers	TBD (2024 = 17 EA)	TBD EA	70.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp - Campers	TBD (2024 = 25)	TBD EA	15.00 EA	TBD
Dumpster	Estimate 30	30.00 EA	20.00 EA	600.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,250.00 EVT	2,250.00
Forklift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Hang Tag - 3 Day	Estimate 12	12.00 EA	18.00 EA	216.00
Marquee Board	08/04/2025 - 08/31/2025	4.00 WK	TBD 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	3.00 EA	75.00 EA/DAY	675.00
RV Camping	TBD (2024 = 136 EA)	TBD EA	45.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Wireless Microphone	Estimate 1	1.00 EA	50.00 EA	50.00
Total:				5,121.00

EXHIBIT A

Event Information						
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
Janitorial Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Electrician	Estimate 20 Hours	20.00	HR	72.50	HR	1,450.00
Event Day						
Grounds Attendant Lead	08/29/2025 07:00AM - 06:00PM	1.00	EA	34.00	HR	374.00
Grounds Attendant	08/29/2025 07:00AM - 06:00PM	4.00	EA	29.00	HR	1,276.00
Janitorial Attendant Lead	08/29/2025 07:00AM - 06:00PM	1.00	EA	34.00	HR	374.00
Janitorial Attendant	08/29/2025 07:00AM - 06:00PM	6.00	EA	29.00	HR	1,914.00
Grounds Attendant Lead	08/30/2025 07:00AM - 06:00PM	1.00	EA	34.00	HR	374.00
Grounds Attendant	08/30/2025 07:00AM - 06:00PM	4.00	EA	29.00	HR	1,276.00
Janitorial Attendant Lead	08/30/2025 07:00AM - 06:00PM	1.00	EA	34.00	HR	374.00
Janitorial Attendant	08/30/2025 07:00AM - 06:00PM	6.00	EA	29.00	HR	1,914.00
Grounds Attendant Lead	08/31/2025 07:00AM - 06:00PM	1.00	EA	34.00	HR	374.00
Grounds Attendant	08/31/2025 07:00AM - 06:00PM	4.00	EA	29.00	HR	1,276.00
Janitorial Attendant Lead	08/31/2025 07:00AM - 06:00PM	1.00	EA	34.00	HR	374.00
Janitorial Attendant	08/31/2025 07:00AM - 06:00PM	6.00	EA	29.00	HR	1,914.00
Clean Up						
Grounds Attendant	Estimate 36 Hours	36.00	HR	43.50	HR*	1,566.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	43.50	HR*	696.00
Electrician	Estimate 8 Hours	8.00	HR	108.75	HR*	870.00
Event Sales & Services						
Event Coordinator	08/29/2025 07:00AM - 06:00PM	1.00	EA	56.00	HR	616.00
Event Coordinator	08/30/2025 07:00AM - 06:00PM	1.00	EA	56.00	HR	616.00
Event Coordinator	08/31/2025 07:00AM - 06:00PM	1.00	EA	56.00	HR	616.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Parking Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Safety & Security						
Security Attendant - Overnight	08/28/2025 09:00PM - 06:30AM	1.00	EA	29.00	HR	275.50
Security Attendant Lead	08/29/2025 07:00AM - 05:30PM	1.00	EA	34.00	HR	357.00
Security Attendant	08/29/2025 07:00AM - 05:30PM	5.00	EA	29.00	HR	1,522.50
Security Attendant - Overnight	08/29/2025 11:45PM - 06:30AM	1.00	EA	29.00	HR	195.75
Security Attendant Lead	08/30/2025 07:00AM - 05:30PM	1.00	EA	34.00	HR	357.00
Security Attendant	08/30/2025 07:00AM - 05:30PM	5.00	EA	29.00	HR	1,522.50
Security Attendant - Overnight	08/30/2025 11:45PM - 06:30AM	1.00	EA	29.00	HR	195.75
Security Attendant Lead	08/31/2025 07:00AM - 05:30PM	1.00	EA	34.00	HR	357.00
Security Attendant	08/31/2025 07:00AM - 05:30PM	5.00	EA	29.00	HR	1,522.50
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

EXHIBIT A

Event Information						
Outside Services						
Emergency Medical Services	08/29/2025 07:30AM - 05:30PM	2.00	EA	34.00	HR	680.00
Emergency Medical Services	08/30/2025 07:30AM - 05:30PM	2.00	EA	34.00	HR	680.00
Emergency Medical Services	08/31/2025 07:30AM - 05:30PM	2.00	EA	34.00	HR	680.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
				Total:		28,748.00
Summary						
Facility Rental Total						\$31,062.50
Estimated Equipment, Reimbursable Personnel and Services Total						\$33,869.00
Refundable Deposit						\$1,500.00
*State Holiday Rate				Grand Total:		\$66,431.50
Payment Schedule						
First Payment			Due Date		Amount	
			<i>Upon Signing</i>		\$66,431.50	
				Total:		\$66,431.50

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CAMPING

Shoreline Dog Fanciers Association to submit itemized list detailing number of camper units/days on grounds. List is to be submitted to OCFEC by no later than **Wednesday - September 3, 2025**. Payment due by **Wednesday - September 10, 2025**.

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.**

POOP SCOOP TEAM

Renter agrees to provide plastic pet waste bags used by exhibitors bringing their dogs onto the grounds, and agrees to advise them that they are responsible for cleaning up after their dogs. Dogs must be on a leash at all times.

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 Shoreline Dog Fanciers Association must comply with request.**

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Retropolis Entertainment** 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 21 - 23, 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:

Flashback '79

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

\$22,920.00

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.

Retropolis Entertainment
3575 Beethoven Street
Los Angeles, CA 90066

By: _____ Date: _____
Title: Lee Jossel, Partner

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

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

EXHIBIT A

Event Information								
Event Name:	Flashback '79			Contract No:	R-117-25 REVISED			
Contact Person:	Lee Jossel			Phone:	(310) 933-3012			
Event Date:	11/22/2025			Hours:	6:00 PM - 11:00 PM			
Admission Price:	\$60.00			Projected Attendance:	3,000			
Facility Rental Fees								
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>			<u>Actual</u>			
Friday								
Courtyard	11/21/2025 08:00 AM - 05:00 PM	Move In			525.00			
Huntington Beach Building (#12)	11/21/2025 08:00 AM - 05:00 PM	Move In			1,912.50			
Saturday								
Courtyard	11/22/2025 06:00 PM - 11:00 PM	Event			1,050.00			
Huntington Beach Building (#12)	11/22/2025 06:00 PM - 11:00 PM	Event			3,825.00			
Sunday								
Courtyard	11/23/2025 08:00 AM - 11:59 AM	Move Out			No Charge			
Huntington Beach Building (#12)	11/23/2025 08:00 AM - 11:59 AM	Move Out			No Charge			
Total:					7,312.50			
Hosting of this event in the above specified spaces, Courtyard and Huntington Beach Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.								
Move out must be completed by 11:59 AM Sunday - November 23, 2025 to avoid additional charges.								
Estimated Equipment Fees								
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>				
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD				
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00				
400 Amp Drop	TBD	TBD EA	720.00 EA	TBD				
Barricade (Plastic)	Estimate 20	20.00 EA	15.00 EA	300.00				
Cable Ramp	Estimate 10	10.00 EA	15.00 EA	150.00				
Dumpster	Estimate 15	15.00 EA	20.00 EA	300.00				
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA	275.00				
Electrical Usage Rate	Estimate Only	1.00 EA	400.00 EVT	400.00				
EVOLV - Weapon Detection System	11/22/2025	1.00 EA	800.00 EA/DAY	800.00				
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00				
Man Lift	TBD	TBD HR	75.00 HR	TBD				
Marquee Board	11/16/2025 - 11/22/2025	1.00 WK	Included	Included				
Portable Electronic Message Board	11/22/2025	2.00 EA	75.00 EA/DAY	150.00				
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD				
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00				
Stanchion	TBD	TBD EA	5.00 EA	TBD				
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00				
Total:					3,485.00			
Reimbursable Personnel and Services Fees								
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>				
Event Operations								
Set Up								
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	34.00 HR	272.00				
Grounds Attendant	Estimate 14 Hours	14.00 HR	29.00 HR	406.00				
Janitorial Attendant	Estimate 16 Hours	16.00 HR	29.00 HR	464.00				
Electrician	Estimate 4 Hours	4.00 HR	72.50 HR	290.00				

EXHIBIT A

Event Information						
Event Day						
Grounds Attendant Lead	11/22/2025 05:00PM - 12:00AM	1.00	EA	34.00	HR	238.00
Grounds Attendant	11/22/2025 05:00PM - 12:00AM	3.00	EA	29.00	HR	609.00
Janitorial Attendant	11/22/2025 05:00PM - 12:00AM	5.00	EA	29.00	HR	1,015.00
Electrician	11/22/2025 05:00PM - 12:00AM	1.00	EA	72.50	HR	507.50
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	34.00	HR	272.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	29.00	HR	464.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	29.00	HR	348.00
Electrician	Estimate 4 Hours	4.00	HR	72.50	HR	290.00
Event Sales & Services						
Event Coordinator	11/22/2025 05:00PM - 12:00AM	1.00	EA	56.00	HR	392.00
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	11/22/2025 05:00PM - 11:30PM	1.00	EA	34.00	HR	221.00
Security Attendant - EVOLV	11/22/2025 05:00PM - 11:30PM	5.00	EA	29.00	HR	942.50
Security Attendant	11/22/2025 05:00PM - 11:30PM	8.00	EA	29.00	HR	1,508.00
Technology						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
Outside Services						
Emergency Medical Services	11/22/2025 05:30PM - 11:30PM	2.00	EA	34.00	HR	408.00
Sound Monitor	11/22/2025	1.00	EA	845.00	EA/DAY	845.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
				Total:		10,622.50

Summary		
Facility Rental Total		\$7,312.50
Estimated Equipment, Reimbursable Personnel and Services Total		\$14,107.50
Refundable Deposit		\$1,500.00
Grand Total:		\$22,920.00

Payment Schedule		
Payment Schedule	Due Date	Amount
First Payment (25% Facility Fee)	Upon Signing	\$1,828.00
Second Payment	09/22/2025	\$10,546.00
Third Payment	10/22/2025	\$10,546.00
Total:		\$22,920.00

Please Remit Payment in *Check Only*

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

ALL PAYMENTS ARE NON-REFUNDABLE

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

COVID GUIDELINES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31REVIEWED TDAPPROVED EYAGREEMENT NO. **RA-EQC017-25 REVISED**DATE **08/22/2025**

FAIRTIME

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

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Citrus Hill Show Jumping, 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:

August 30 – December 31, 2025

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

See Exhibit A and W

<input checked="" type="checkbox"/> <u>3</u> Box Stall (12' x 12')	<input type="checkbox"/> <u> </u> Locker (Association Owned)
<input type="checkbox"/> <u> </u> Double Box Stall (12' x 24')	<input type="checkbox"/> <u> </u> Storage (Non-Association Owned)
<input checked="" type="checkbox"/> <u>2</u> Tack Room	<input checked="" type="checkbox"/> <u>1</u> Misc. <u>Facility Use Fee</u>
<input checked="" type="checkbox"/> <u>1</u> Horse Trailer Parking	

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

Horse Boarding

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

SEE RATE SHEET (Exhibit W)

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

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

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

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

Citrus Hill Show Jumping, LLC

Robyn and Demi Stiegler





By: 

Date: 8/26/2025

Title: Robyn Stiegler, Renter

32nd District Agricultural Association

88 Fair Drive

Costa Mesa, CA 92626

Signed by:



By: 

Date: 8/26/2025

Title: Michele Capps, Chief Business Development Officer

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RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

DATE(S) OF LICENSE: August 30, 2025 and ending December 31, 2025

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

RENTER AGREES:

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

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

11. Possessory Lien

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

12. General Rules and Regulations

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

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

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

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

ASSOCIATION AGREES:

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

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

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

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

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

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

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

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

OR

- B. CFDA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CDSA) 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 (CDSA).

OR

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

II. General Provisions

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

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

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

III. Participant Waivers

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

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

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

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

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

3. Non-Discrimination Clause

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

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

4. Amendment (GC 11010.5)

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

5. Assignment

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

6. Termination

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

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

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

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

SCTC, F-31 (revised 10/01)

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

9. Contractor Name Change

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

10. Air or Water Pollution Violation (WC 13301)

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

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

EXHIBIT E

NOISE ORDINANCE:

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

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

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

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

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

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

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

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

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

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

IN SUMMARY:

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

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

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

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

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



Exhibit W

Boarding Fee Stall Base Rates

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

* See The Ranch office for details.

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

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

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

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

Example charges:

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

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

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

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

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

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

Lockers (OCFEC owned)

Locker	\$53 Monthly
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*Locker availability is limited.

Storage Containers** (Non-OCFEC owned)

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

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

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

Miscellaneous

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

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Robyn Siegler ("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 8/26/2025, 2025.

PARTICIPANT/RELEASOR



78B8E81E5F7D441...

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.