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

New

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-186-25PA	Beachwood Park Touring, Inc. f/s/o Rooney	Rooney at Pacific Amphitheatre	Fair Time	07/20/25		$7,500.00
SA-188-25PA	Curlytop, LLC f/s/o Kylie Morgan	Kylie Morgan at Pacific Amphitheatre	Fair Time	07/24/25		$7,500.00
SA-189-25PA	Swing On Down Productions Inc f/s/o Donavon Frankenreiter	Donavon Frankenreiter at Pacific Amphitheatre	Fair Time	07/26/25		$10,000.00
SA-191-25PA	International Punk Safespace, Inc. f/s/o Beck	Beck at Pacific Amphitheatre	Fair Time	07/30/25		$300,000.00
SA-192-25PA	Pacific Symphony	Pacific Symphony at Pacific Amphitheatre	Fair Time	07/30/25		$69,900.00
SA-193-25PA	Balcony Pictures Entertainment, Inc. f/s/o Molly Lews	Molly Lewis at Pacific Amphitheatre	Fair Time	07/30/25		$2,500.00
SA-194-25PA	Universal X Corporation f/s/o X	X at Pacific Amphitheatre	Fair Time	08/03/25		$55,000.00
SA-195-25PA	Seismonos, Inc f/s/o Ozomatli	Ozomatli at Pacific Amphitheatre	Fair Time	08/03/25		$25,000.00
SA-196-25PA	Indigo Girls Inc f/s/o Indigo Girls	Indigo Girls at Pacific Amphitheatre	Fair Time	08/09/25		$117,500.00
SA-197-25PA	iSeed Industries, LLC f/s/o Tribal Seeds	Tribal Seeds at Pacific Amphitheatre	Fair Time	08/10/25		$85,000.00
SA-198-25PA	The Expendables LLC f/s/o The Expendables	Expendables at Pacific Amphitheatre	Fair Time	08/10/25		$15,000.00
SA-199-25PA	Mike Love Music, LLC f/s/o Mike Love	Mike Love at Pacific Amphitheatre	Fair Time	08/10/25		$7,500.00
SA-200-25PA	Simpkin Project LLC f/s/o Simpkin Project	Simpkin Project at Pacific Amphitheatre	Fair Time	08/10/25		$2,000.00
SA-201-25PA	Southern Style Technique Inc. f/s/o DJ Montay	DJ Montay at Pacific Amphitheatre	Fair Time	08/13/25		$5,000.00
SA-204-25PA	Stache, Inc. dba The M & M Group f/s/o Los Angeles Azules / Lupita	Los Angeles Azules / Lupita Infante at Pacific Amphitheatre	Year Round	08/24/25		$250,000.00
SA-218-25GE	Brew Ha Ha Productions, LLC	Boo Ha Ha	Year Round	10/23/25 - 10/27/25		$200,000.00
SA-219-25GE	Sunnyside Promotions Racing LLC	Dead Man Driving Demo Derby at Boo Ha Ha	Year Round	10/25/25		$32,665.00
SA-222-25SP	John Wayne Airport Orange County	Sponosrship	Fair Time	7/18/25-8/17/25	$12,720.00	
SA-223-25SP	Orange County Automobile Dealers Associations	Sponosrship	Fair Time	7/18/25-8/17/25	$2,700.00	

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

New

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-224-25FT	United Rentals	Spider box rental	Fair Time	6/30/25-9/2/25		$82,630.08
SA-227-25PA	Master Beat Inc f/s/o The Romantics	The Romantics at Pacific Amphitheatre	Fair Time	07/20/25		$27,000.00
SA-228-25GE	Juan Molina	Karaoke with DJ Fest at Plaza Pacifica Stage	Fair Time	07/23/25 - 07/24/25		$600.00
SA-229-25FT	Zequestrian	Educational horse exhibit and display	Fair Time	8/12/25-8/18/25	$0.00	
SA-230-25FT	Walk Intuit Inc.	Edcuational horse exhibit and display	Fair Time	8/12/25-8/18/25	$0.00	
SA-231-25SP	Davis Alen Advertisng on behalf of Smart & Final		Fair Time	Sponsorship		$12,500.00
SA-232-25GE	Atomic Ballroom	Atomic Ballroom at Plaza Pacifica Stage	Fair Time	07/18/25 - 08/15/25		$1,500.00
SA-233-25GE	Jose Gonzalez f/s/o Pepe Gonzalez	Pepe Gonzalez at Plaza Pacifica	Fair Time	07/27/25 - 08/17/25		$1,050.00
SA-234-25PA	Joseph Davis	Joey Davis at Pacific Amphitheatre	Fair Time	08/01/25		$1,000.00
SA-235-25FTYR	Ovations Fanfare LP DBA: OVG Hospitality	Master Food & Beverage Concessionaire Services	Fair Time and Year Round	10/1/25-9/30/30 with 1 five year option	$42,480,000; $75,960,000 (with option)	

Amendments (Exercise Option)

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE AMOUNT
SA-038-25HB (Amend. #1)	Music Zirconia Talent, LLC f/s/o Run The World / Rihanna Replay	Add Run The World to the Rihanna Replay show	Fair Time	08/09/25		$1,000.00
SA-066-25PA (Amend. #1)	Koota-Boya Pty LTD f/s/o John Butler	Change payee information for John Butler	Fair Time	07/26/25		$0.00
SA-127-25AS (Amend. #1)	Explosive Entertainment, LLC	Increase the Not To Exceed amount to cover unanticipated insurance costs for Mowterized Mayhem	Fair Time	08/05/25 - 08/11/25		$5,000.00

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-127-25AS (Amend. #2)	Explosive Entertainment, LLC	Add subcontractors for insurance purposes to Mowterized Mayhem	Fair Time	08/05/25 - 08/11/25		$0.00
SA-181-25PA (Amend. #1)	KC & The Sunshine Band, Inc f/s/o KC & The Sunshine Band	separate talent fee and production fee for KC & The Sunshine Band	Fair Time	07/31/25		$0.00
SA-203-25PA (Amend. #1)	Stache, Inc. dba The M & M Group f/s/o Grupo Marca Registrada	Add opening act for Grupo Marca Registrada	Fair Time	08/17/25		$1,000.00

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-186-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

BEACHWOOD PARK TOURING, INC. F/S/O ROONEY

2. The term of this Agreement is: **07/20/2025** through **07/20/2025** **FED ID**

3. The maximum amount of this Agreement is: **$7,500.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Rooney" at Pacific Amphitheatre on Sunday, July 20, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

BEACHWOOD PARK TOURING, INC. F/S/O ROONEY

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o David Strunk, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

United Talent Agency, LLC
9336 Civic Center Drive, Beverly Hills, CA 90210
(310) 273-6700 david.strunk@unitedtalent.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer or
Ken Karns, Chief Operations Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2025 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	The Psychedlic Furs w	
Support 1		
Support 2	Rooney	$ 7,500
Support 3		

Today's Date	06/24/25	Expiration Date	11/19/24	Revision Date	TBD
Performance Date	07/20/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	David Strunk		United Talent Agency
Phone		Email	David.Strunk@unitedtalent.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$79.50	$ 34,265
Orchestra 1	1750	85	10	1655	$69.50	$ 115,023
Orchestra 2	748	85	10	653	$59.50	$ 38,854
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$49.50	$ 132,957
Terrace 2	2391	100	12	2279	$39.50	$ 90,021
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 411,118

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	7,500		$ 7,500
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$276,126		$ 276,126
Adjusted Gross Potential				$ 134,992

I. Performer Offered: The Psychedelic Furs w/ TBA/ Rooney

A. The addition of support is by mutual agreement.

EXHIBIT A – SCOPE OF WORK (CONT.)

II. Offer Financials
- A. $7,500 flat for Rooney to open for the Psychedelic Furs/ TBA/ BILLING: THE PSYCHEDELIC FURS / TBA /Rooney
- B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points
- A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.
- B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.
- C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.
- D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.
- E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.
- F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.
- G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
- H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing
- A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.
  1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
  2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.
- B. Support Artist is allotted 10 Orchestra complimentary tickets for this performance.
- C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.
- D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.
- E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.
- F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.
- G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production
- A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.
- B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.
- C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.
- D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.
- E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
- F. Front of stage barricades cannot be added once a performance goes on sale to the public.
- G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.
- H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.
- I. One (1) runner will be provided for the event.
  1. The runner will be shared with all Artists.
  2. The runner will start at load in time.
  3. The runner will be released no later than one (1) hour after the end of the performance.
  4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.
- J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

VI. Catering
- A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
a. Working areas are restricted to working personnel only.

VII. Merchandise
A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security
A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.
A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement
A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Lisa Sexton _____ 6/10/2025 _____

Talent Buyer — Date

_____ _____

Artist Representative — Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $7,500.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500.00) upon satisfactory completion of services herein required on Sunday, July 20, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 20, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

c.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

d. knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-188-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

CURLYTOP, LLC F/S/O KYLIE MORGAN

2. The term of this Agreement is: **07/24/2025** through **07/24/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$7,500.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Kylie Morgan" at Pacific Amphitheatre on Thursday, July 24, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

CURLYTOP, LLC F/S/O KYLIE MORGAN

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Gayle Holcomb, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

William Morris Endeavor Entertainment, LLC
9601 Wilshire Blvd, 3rd Floor, Beverly Hills, CA 90210
(310) 859-4461 gholcomb@wmeagency.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer
or Ken Karns, Chief Operations Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2025 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Brothers Osborne	
Support 1	**Kylie Morgan**	$ 7,500
Support 2		$ -
Support 3		

Today's Date	06/23/25	Expiration Date	05/13/25	Revision Date	TBD
Performance Date	07/24/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Gayle Holcomb		WME
Phone	310-859-4461	Email	gholcomb@wmeagency.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$95.00	$ 40,945
Orchestra 1	1750	85	10	1655	$85.00	$ 140,675
Orchestra 2	748	85	10	653	$75.00	$ 48,975
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$65.00	$ 174,590
Terrace 2	2391	100	12	2279	$55.00	$ 125,345
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 530,530

Expenses / Deductions

Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	7,500		$ 7,500
Support 2 Guarantee	$0	0		$ -
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$276,126		$ 276,126
Adjusted Gross Potential				$ 254,404

I. Performer Offered: KYLIE MORGAN

A. The addition of support is by mutual agreement.

EXHIBIT A – SCOPE OF WORK (CONT.)

II. Offer Financials
- A. $7,500 flat for Kylie Morgan to support Brothers Osborne.
- B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points
- A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.
- B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.
- C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.
- D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.
- E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.
- F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.
- G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
- H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing
- A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.
  1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
  2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.
- B. Support Artist is allotted 20 Orchestra complimentary tickets for this performance.
- C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.
- D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.
- E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.
- F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.
- G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production
- A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.
- B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.
- C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.
- D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.
- E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
- F. Front of stage barricades cannot be added once a performance goes on sale to the public.
- G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.
- H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.
- I. One (1) runner will be provided for the event.
  1. The runner will be shared with all Artists.
  2. The runner will start at load in time.
  3. The runner will be released no later than one (1) hour after the end of the performance.
  4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.
- J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

VI. Catering
- A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
   a. Working areas are restricted to working personnel only.

VII. Merchandise
A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security
A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.
A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement
A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

_____ _____

Talent Buyer Date

_____ _____

Artist Representative Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $7,500.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500.00) upon satisfactory completion of services herein required on Thursday, July 24, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, July 24, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-189-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
SWING ON DOWN PRODUCTIONS INC. F/S/O DONAVON FRANKENREITER

2. The term of this Agreement is: **07/26/2025** through **07/26/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$10,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Donavon Frankenreiter" at Pacific Amphitheatre on Saturday, July 26, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
SWING ON DOWN PRODUCTIONS INC. F/S/O DONAVON FRANKENREITER

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Gayle Holcomb, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
William Morris Endeavor Entertainment, LLC
9601 Wilshire Blvd, 3rd Floor, Beverly Hills, CA 90210
(310) 859-4461 gholcomb@wmeagency.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
James Canfield, Chief Executive Officer
or Ken Karns, Chief Operations Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2025 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Dispatch	
Support 1	John Butler	
Support 2	G Love and Special Sauce	
Support 3	Donavon Frankenreiter	$ 10,000

Today's Date	06/24/25	Expiration Date	01/21/25	Revision Date	TBD
Performance Date	07/26/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Gayle Holcomb		WME Entertainment
Phone		Email	GHolcomb@WMEAgency.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$99.50	$ 42,885
Orchestra 1	1750	85	10	1655	$79.50	$ 131,573
Orchestra 2	748	85	10	653	$69.50	$ 45,384
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$59.50	$ 159,817
Terrace 2	2091	100	12	2279	$49.50	$ 112,811
Terrace 3	300	0	0			$ -
Total	8156	400	52	7704		$ 492,468

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	0		$ -
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$268,626		$ 268,626
Adjusted Gross Potential				$ 223,842

I. Performer Offered: DISPATCH

A. The addition of support is by mutual agreement.

EXHIBIT A – SCOPE OF WORK (CONT.)

II. Offer Financials

A. $125,000 flat plus (1) $3,750 bonuses at 6,204 (2) $6,250 bonuses 6,704, and 7,204 for Dispatch – full price tickets paid and (1) $1,250 bonus to Dispatch and (1) $5000 bonus to John Butler at 7,704 full price tickets paid plus $17,500 Production Buyout.. **Discount offers do not apply to bonuses. $30,000 Flat – John Butler. $12,500 Flat – G Love & Special Sauce. $10,000 Flat – Donavon Frankenreiter.**

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew. Sound Restrictions DB LEVEL – 100 DBA at FOH, broadband, 55 DBA neighborhood.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 60 Orchestra complimentary tickets for this performance. Support complimentary 40 tickets – total for all support acts.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $7,500 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Lisa Sexton	06/15/2025
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $10,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TEN THOUSAND DOLLARS ($10,000.00) upon satisfactory completion of services herein required on Saturday, July 26, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, July 26, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-191-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
INTERNATIONAL PUNK SAFESPACE, INC. F/S/O BECK

2. The term of this Agreement is: **07/30/2025** through **07/30/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$300,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Beck" at Pacific Amphitheatre on Wednesday, July 30, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
INTERNATIONAL PUNK SAFESPACE, INC. F/S/O BECK

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Helen Cho, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Creative Artists Agency
405 Lexington Avenue, 19th Floor, New York, NY 10174
(212) 461-7460 helen.cho@caa.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2025 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Beck	$ 300,000
Support 1	w/ Pacific Symphony	
Support 2	Molly Lewis	
Support 3		

Today's Date	07/02/25	Expiration Date	03/13/25	Revision Date	TBD
Performance Date	07/30/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Helen Cho		CAA
Phone	212-461-7464	Email	helen.cho@caa.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$155.00	$ 66,805
Orchestra 1	1750	85	10	1655	$135.00	$ 223,425
Orchestra 2	748	85	10	653	$105.00	$ 68,565
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$85.00	$ 228,310
Terrace 2	2391	100	12	2279	$65.00	$ 148,135
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 735,240

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$300,000		$ 300,000
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	0		$ -
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$568,626		$ 568,626
Adjusted Gross Potential				$ 166,614

I. Performer Offered:

A. The addition of support is by mutual agreement.

EXHIBIT A – SCOPE OF WORK (CONT.)

II. Offer Financials

A. $300,000 flat for Beck. OC Fair will provide and pay for The Pacific Symphony Orchestra - $65- 75K. Fair will pay Pacific Symphony Direct. Fair will pay $6500 for Anthony Parnther. $2500 for Molly Lewis. San Diego play OK. – Will provide Grand Piano + tuner +plexi shields.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 75 Orchestra complimentary tickets for this performance. Support 10 complimentary tickets.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. Two (2) runners will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

J. Load in no earlier than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

VI. Catering

EXHIBIT A – SCOPE OF WORK (CONT.)

A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.

B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.

C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.

D. If required, every person entering any part of the Venue must adhere to health and safety protocols.

E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.

F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Lisa Sexton	07/01/2025
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $300,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) upon satisfactory completion of services herein required on Wednesday, July 30, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, July 30, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

c.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

d. knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-192-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
PACIFIC SYMPHONY

2. The term of this Agreement is: **07/30/2025** through **07/30/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$69,900.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Pacific Symphony" performing with "Beck" at Pacific Amphitheatre on Wednesday, July 30, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
PACIFIC SYMPHONY

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Eileen Jeanette, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
17620 Fitch Avenue, Suite 100, Irvine, CA 92614
(714) 755-5788 ejeanette@pacificsymphony.org

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Dan Gaines
Title: Director of Entertainment
Phone number: (714) 708-1924

Pacific Symphony
Name: Eileen Jeanette
Title: Senior VP of Artistic Planning & Development
Phone number: (714) 755-5788

CONTRACTOR AGREES:

Performance

1. To provide the performance group "Pacific Symphony" in support of "Beck" on Wednesday, July 30, 2025.
2. Rehearsal shall be approximately 3:30 p.m. – 6:00 p.m. on Wednesday, July 30, 2025.

Operations / Production

1. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc.
2. Artist may bring in supplementary production elements, such as monitor systems, front-of-house console, lighting console, etc., at their own expense.
3. Any labor to strike or restore changes or additions to the existing production in the Pacific Amphitheatre will be at the sole expense of the Contractor.

Ticketing

1. Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins.
2. If the venue fulfills and distributes fan club tickets through venue will call, there will be a $2.50 per ticket charge.
3. Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale.
4. Artist or Artist representative must request a desire to hold tickets prior to pre-sale or public sale, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released without notification for public sale.
5. Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders.
6. Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider.
7. Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as, but not limited to, Groupon, Living Social, Goldstar, etc.
8. Venue may, at its discretion, offer group discounts of up to 20%.

Other

1. The District does not provide any alcoholic beverages and/or tobacco products to Contractor as part of this agreement. The Pacific Amphitheatre is a tobacco-free venue and its use therein is strictly forbidden.

2. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

EXHIBIT A – SCOPE OF WORK (CONT.)

3. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed SIXTY NINE THOUSAND NINE HUNDRED DOLLARS ($69,900.00) upon satisfactory completion of work herein required on Wednesday, July 30, 2025.
2. The performance fee includes conductor fee, all orchestra personnel, all needed instruments, and Contractor support staff.

Operations / Production

1. To provide the Pacific Amphitheatre stage, lights and sound. Backline is not included.
2. To provide box office, ticket takers, security, usher staff and concessions.
3. To provide all necessary credentials and parking for performers, crew and Contractor staff.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2025 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $69,900.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of SIXTY NINE THOUSAND NINE HUNDRED DOLLARS ($69,900.00) upon satisfactory completion of work herein required on Wednesday, July 30, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, July 30, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

c.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

d. knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-193-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
BALCONY PICTURES ENTERTAINMENT, INC. F/S/O MOLLY LEWIS

2. The term of this Agreement is: **07/30/2025** through **07/30/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$2,500.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Molly Lewis" at Pacific Amphitheatre on Wednesday, July 30, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
BALCONY PICTURES ENTERTAINMENT, INC. F/S/O MOLLY LEWIS

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Helen Cho, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Creative Artists Agency
405 Lexington Avenue, 19th Floor, New York, NY 10174
(212) 461-7460 helen.cho@caa.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2025 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Beck	
Support 1	w/ Pacific Symphony	
Support 2	Molly Lewis	$ 2,500
Support 3		

Today's Date	06/30/25	Expiration Date	03/13/25	Revision Date	TBD
Performance Date	07/30/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Helen Cho		CAA
Phone	212-461-7464	Email	helen.cho@caa.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$155.00	$ 66,805
Orchestra 1	1750	85	10	1655	$135.00	$ 223,425
Orchestra 2	748	85	10	653	$105.00	$ 68,565
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$85.00	$ 228,310
Terrace 2	2391	100	12	2279	$65.00	$ 148,135
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 735,240

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	2,500		$ 2,500
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$271,126		$ 271,126
Adjusted Gross Potential				$ 464,114

I. Performer Offered: BECK with Pacific Symphony/ Molly Lewis

A. The addition of support is by mutual agreement.

EXHIBIT A – SCOPE OF WORK (CONT.)

II. Offer Financials
- A. $2,500 flat for Molly Lewis. OC Fair will provide and pay for The Pacific Symphony Orchestra -
- B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points
- A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.
- B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.
- C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.
- D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.
- E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.
- F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.
- G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
- H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing
- A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.
  1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
  2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.
- B. Headline Artist is allotted 75 Orchestra complimentary tickets for this performance. Support 10 complimentary tickets.
- C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.
- D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.
- E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.
- F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.
- G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production
- A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.
- B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.
- C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.
- D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.
- E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
- F. Front of stage barricades cannot be added once a performance goes on sale to the public.
- G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.
- H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.
- I. Two (2) runners will be provided for the event.
  1. The runner will be shared with all Artists.
  2. The runner will start at load in time.
  3. The runner will be released no later than one (1) hour after the end of the performance.
  4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.
- J. Load in no earlier than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

VI. Catering
- A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.

1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
   a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Lisa Sexton _____ 06/20/2025 _____

Talent Buyer — Date

_____ _____

Artist Representative — Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $2,500.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) upon satisfactory completion of services herein required on Wednesday, July 30, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, July 30, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

c.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

d. knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-194-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
UNIVERSAL X CORPORATION F/S/O X

2. The term of this Agreement is: **08/03/2025** through **08/03/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$55,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "X" at Pacific Amphitheatre on Sunday, August 3, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
UNIVERSAL X CORPORATION F/S/O X

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o David Strunk, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
United Talent Agency, LLC
9336 Civic Center Drive, Beverly Hills, CA 90210
(310) 273-6700 david.strunk@unitedtalent.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
James Canfield, Chief Executive Officer or
Ken Karns, Chief Operations Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2025 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	X	$ 55,000
Coheadliner	Los Lobos	
Support 1	Ozomatli	$ -
Support 3		

Today's Date	06/30/25	Expiration Date	02/10/25	Revision Date	TBD
Performance Date	08/03/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	David Strunk		UTA
Phone	310-273-6700	Email	david.strunk@unitedtalent.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$75.00	$ 32,325
Orchestra 1	1750	85	10	1655	$65.00	$ 107,575
Orchestra 2	748	85	10	653	$55.00	$ 35,915
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$45.00	$ 120,870
Terrace 2	2391	100	12	2279	$35.00	$ 79,765
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 376,450

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$55,000		$ 55,000
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	0		$ -
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$323,626		$ 323,626
Adjusted Gross Potential				$ 52,824

I. Performer Offered: X / LOS LOBOS / OZOMATLI

A. The addition of support is by mutual agreement.

EXHIBIT A – SCOPE OF WORK (CONT.)

II. Offer Financials
- A. $55,000 flat for X Billing of the show: X/ Los Lobos / Ozomatli. Offer contingent on all acts confirming.
- B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points
- A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.
- B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.
- C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.
- D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.
- E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.
- F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.
- G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
- H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing
- A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.
  1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
  2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.
- B. 100 Orchestra complimentary tickets for this performance – total for all acts.
- C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.
- D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.
- E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.
- F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.
- G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production
- A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.
- B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.
- C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.
- D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.
- E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
- F. Front of stage barricades cannot be added once a performance goes on sale to the public.
- G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.
- H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.
- I. One (1) runner will be provided for the event.
  1. The runner will be shared with all Artists.
  2. The runner will start at load in time.
  3. The runner will be released no later than one (1) hour after the end of the performance.
  4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.
- J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

VI. Catering
- A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
a. Working areas are restricted to working personnel only.

VII. Merchandise
A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security
A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.
A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement
A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Lisa Sexton	06/10/25
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $55,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of FIFTY FIVE THOUSAND DOLLARS ($55,000.00) upon satisfactory completion of services herein required on Sunday, August 3, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 3, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

c.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

d. knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-195-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

SEISMONOS, INC. F/S/O OZOMATLI

2. The term of this Agreement is: **08/03/2025** through **08/03/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$25,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Ozomatli" at Pacific Amphitheatre on Sunday, August 3, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

SEISMONOS, INC. F/S/O OZOMATLI

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o David Strunk, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

United Talent Agency, LLC
9336 Civic Center Drive, Beverly Hills, CA 90210
(310) 273-6700 david.strunk@unitedtalent.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer or
Ken Karns, Chief Operations Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2025 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	X / LOS LOBOS	
Support 1	Ozomatli	$ 25,000
Support 2		$ -
Support 3		

Today's Date	07/07/25	Expiration Date	02/10/25	Revision Date	TBD
Performance Date	08/03/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	David Strunk		UTA
Phone	310-273-6700	Email	david.strunk@unitedtalent.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$75.00	$ 32,325
Orchestra 1	1750	85	10	1655	$65.00	$ 107,575
Orchestra 2	748	85	10	653	$55.00	$ 35,915
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$45.00	$ 120,870
Terrace 2	2391	100	12	2279	$35.00	$ 79,765
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 376,450

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	25,000		$ 25,000
Support 2 Guarantee	$0	0		$ -
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$293,626		$ 293,626
Adjusted Gross Potential				$ 82,824

I. Performer Offered: X / LOS LOBOS / OZOMATLI

A. The addition of support is by mutual agreement.

EXHIBIT A – SCOPE OF WORK (CONT.)

II. Offer Financials
- A. $25,000 flat for Ozomatli. Offer contingent on all acts confirming.
- B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points
- A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.
- B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.
- C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.
- D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.
- E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.
- F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.
- G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
- H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing
- A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.
  1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
  2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.
- B. 100 Orchestra complimentary tickets for this performance – total for all acts.
- C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.
- D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.
- E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.
- F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.
- G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production
- A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.
- B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.
- C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.
- D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.
- E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
- F. Front of stage barricades cannot be added once a performance goes on sale to the public.
- G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.
- H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.
- I. One (1) runner will be provided for the event.
  1. The runner will be shared with all Artists.
  2. The runner will start at load in time.
  3. The runner will be released no later than one (1) hour after the end of the performance.
  4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.
- J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

VI. Catering
- A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

_____ _____

Talent Buyer Date

_____ _____

Artist Representative Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $25,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) upon satisfactory completion of services herein required on Sunday, August 3, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 3, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

c.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

d. knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-196-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

INDIGO GIRLS INC. F/S/O INDIGO GIRLS

2. The term of this Agreement is: **08/09/2025** through **08/09/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$117,500.00 ($100.000.00 FLAT plus production buyout and potential paid bonuses on full priced tickets) See Exhibit B for payment details**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Indigo Girls" at Pacific Amphitheatre on Saturday, August 9, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

INDIGO GIRLS INC. F/S/O INDIGO GIRLS

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Kelly Norris, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

High Road Touring
751 Bridgeway, 3rd Floor, Sausalito, CA 94965
(415) 332-9292 kelly@highroadtouring.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer
or Ken Karns, Chief Operations Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2025 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	MELISSA ETHERIDGE	
Headliner	INDIGO GIRLS	$ 100,000
Support 2		$ -
Support 3		

Today's Date	06/24/25	Expiration Date	12/06/24	Revision Date	TBD
Performance Date	08/09/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Kelly Norris		High Road Touring
Phone		Email	kelly@highroadtouring.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$95.00	$ 40,945
Orchestra 1	1750	85	10	1655	$85.00	$ 140,675
Orchestra 2	748	85	10	653	$75.00	$ 48,975
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$65.00	$ 174,590
Terrace 2	2391	100	12	2279	$55.00	$ 125,345
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 530,530

Expenses / Deductions				
Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	100,000		$ 100,000
Support 2 Guarantee	$0	0		$ -
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$368,626		$ 368,626
Adjusted Gross Potential				$ 161,904

I. Performer Offered: MELISSA ETHERIDGE & INDIGO GIRLS

A. The addition of support is by mutual agreement.

EXHIBIT A – SCOPE OF WORK (CONT.)

II. Offer Financials

A. $100,000 flat plus $7,500 production buyout plus (4) $2500 bonuses at 6,204, 6,704, 7,204 and 7,704 full price tickets paid. Discount tickets do not apply to bonuses.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show. **LA – GREEK THEATRE OK**

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Each Headline Artist is allotted 50 Orchestra complimentary tickets for this performance.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. Three (3) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. **The runner will be driving a 15-passenger van. (3) runners works on show day only. The Runners will work within a 15-mile radius.**

J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

VI. Catering

EXHIBIT A – SCOPE OF WORK (CONT.)

A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours. **Budget will cover approx (25) people in Tour Package.**
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

D. ** IF A HEADLINER OR CO-HEADLINER IS UNABLE TO PERFORM WHEN THE VENUE IS PREPARED TO SUPPORT A PERFORMANCE, THE OPTION TO CANCEL THE PERFORMANCE SHALL BE DISCUSSED MUTUALLY, WITH THE FINAL DECISION BEING AT THE DISCRETION OF THE PURCHASER. SHOULD A CANCELATION OCCUR, THERE WILL BE NO FINANCIAL RESPONSIBILITY ON THE PART OF THE PURCHASER OR THE ARTIST.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Lisa Sexton _____ 06/15/2025 _____

Talent Buyer — Date

_____ _____

Artist Representative — Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5790-72	$100.000.00
		$102,500.00 at 6,204 full priced tickets sold
		$105,000.00 at 6,704 full priced tickets sold
		$107,500.00 at 7,204 full priced tickets sold
		$110,000.00 at 7,704 full priced tickets sold
	5220-72	$ 7,500.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS ($117,500.00) ($107,500.00 inclusive of $7,500.00 production buyout; $110,000.00 at 6,204 tickets sold per show inclusive of $7,500.00 production buyout; $112,500.00 at 6,704 tickets sold per show inclusive of $7,500.00 production buyout; $115,000.00 at 7,204 tickets sold per show inclusive of $7,500.00 production buyout; $117,500.00 at 7,704 tickets sold per show inclusive of $7,500.00 production buyout) upon satisfactory completion of services herein required on Saturday, August 9, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, August 9, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-197-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
ISEED INDUSTRIES, LLC F/S/O TRIBAL SEEDS

2. The term of this Agreement is: **08/10/2025** through **08/10/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$85,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Tribal Seeds" at Pacific Amphitheatre on Sunday, August 10, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
ISEED INDUSTRIES, LLC F/S/O TRIBAL SEEDS

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Patrick McAuliff, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Mint Talent Agency
2846 A. Milwaukee Ave. Chicago, IL 60618
(312) 260-0857 patrick@minttalentgroup.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
James Canfield, Chief Executive Officer or
Ken Karns, Chief Operations Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	TRIBAL SEEDS	$ 85,000
Support 1	The Expendables	
Support 2	Miker Love	$ -
Support 3	Simpkin Project	

Today's Date	06/24/25	Expiration Date	02/25/25	Revision Date	TBD
Performance Date	08/10/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Patrick McAuliff/Ryan Owens		Mint Talent Agency
Phone	312-260-0857	Email	patrick@minttalentgroup.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$69.50	$ 29,955
Orchestra 1	1750	85	10	1655	$59.50	$ 98,473
Orchestra 2	748	85	10	653	$49.50	$ 32,324
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$39.50	$ 106,097
Terrace 2	2391	100	12	2279	$29.50	$ 67,231
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 334,078

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$85,000		$ 85,000
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	0		$ -
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$353,626		$ 353,626
Adjusted Gross Potential				$ (19,548)

I. Performer Offered: TRIBAL SEEDS/THE EXPENDABLES/MIKE LOVE BAND

A. The addition of support is by mutual agreement.

EXHIBIT A – SCOPE OF WORK (CONT.)

II. Offer Financials
- A. $85,000 flat for Tribal Seeds. Billing: Tribal Seeds/The Expendables/Mike Love. Offer continent on all bands confirming. Simpkin Project – to open – 1st of 4.
- B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points
- A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.
- B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.
- C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.
- D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.
- E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.
- F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.
- G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
- H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing
- A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.
  1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
  2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.
- B. 100 Orchestra complimentary tickets for all artists total for this performance. Simpkin Project gets 10
- C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.
- D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.
- E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.
- F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.
- G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production
- A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.
- B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.
- C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.
- D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.
- E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
- F. Front of stage barricades cannot be added once a performance goes on sale to the public.
- G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.
- H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.
- I. One (1) runner will be provided for the event.
  1. The runner will be shared with all Artists.
  2. The runner will start at load in time.
  3. The runner will be released no later than one (1) hour after the end of the performance.
  4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.
- J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

VI. Catering
- A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
a. Working areas are restricted to working personnel only.

VII. Merchandise
A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security
A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.
A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement
A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Lisa Sexton	06/10/2025
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $85,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of EIGHTY FIVE THOUSAND DOLLARS ($85,000.00) upon satisfactory completion of services herein required on Sunday, August 10, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 10, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

c.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

d. knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-198-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

THE EXPENDABLES LLC F/S/O THE EXPENDABLES

2. The term of this Agreement is: **08/10/2025** through **08/10/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$15,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "The Expendables" at Pacific Amphitheatre on Sunday, August 10, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

THE EXPENDABLES LLC F/S/O THE EXPENDABLES

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Patrick McAuliff, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

Mint Talent Agency
2846 A. Milwaukee Ave. Chicago, IL 60618
(312) 260-0857 patrick@minttalentgroup.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer or
Ken Karns, Chief Operations Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	TRIBAL SEEDS	
Support 1	The Expendables	$ 15,000
Support 2	Mike Love	$ -
Support 3	Simpkin Project	

Today's Date	06/24/25	Expiration Date	02/25/25	Revision Date	TBD
Performance Date	08/10/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Patrick McAuliff/Ryan Owens		Mint Talent Agency
Phone	312-260-0857	Email	patrick@minttalentgroup.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$69.50	$ 29,955
Orchestra 1	1750	85	10	1655	$59.50	$ 98,473
Orchestra 2	748	85	10	653	$49.50	$ 32,324
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$39.50	$ 106,097
Terrace 2	2391	100	12	2279	$29.50	$ 67,231
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 334,078

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	15,000		$ 15,000
Support 2 Guarantee	$0	0		$ -
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$283,626		$ 283,626
Adjusted Gross Potential				$ 50,452

I. Performer Offered: TRIBAL SEEDS/THE EXPENDABLES/MIKE LOVE BAND

A. The addition of support is by mutual agreement.

EXHIBIT A – SCOPE OF WORK (CONT.)

II. Offer Financials
- A. $15,000 flat for The Expendables. Billing: Tribal Seeds/The Expendables/Mike Love. Offer continent on all bands confirming. Simpkin Project – to open – 1st of 4.
- B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points
- A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.
- B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.
- C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.
- D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.
- E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.
- F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.
- G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
- H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing
- A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.
  1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
  2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.
- B. 100 Orchestra complimentary tickets for all artists total for this performance. Simpkin Project gets 10
- C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.
- D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.
- E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.
- F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.
- G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production
- A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.
- B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.
- C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.
- D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.
- E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
- F. Front of stage barricades cannot be added once a performance goes on sale to the public.
- G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.
- H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.
- I. One (1) runner will be provided for the event.
  1. The runner will be shared with all Artists.
  2. The runner will start at load in time.
  3. The runner will be released no later than one (1) hour after the end of the performance.
  4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.
- J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

VI. Catering
- A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
   a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Lisa Sexton _____ 06/15/2025 _____

Talent Buyer — Date

_____ _____

Artist Representative — Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $15,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of FIFTEEN THOUSAND DOLLARS ($15,000.00) upon satisfactory completion of services herein required on Sunday, August 10, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 10, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

c.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

d. knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-199-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MIKE LOVE MUSIC, LLC F/S/O MIKE LOVE

2. The term of this Agreement is: **08/10/2025** through **08/10/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$7,500.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Mike Love" at Pacific Amphitheatre on Sunday, August 10, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MIKE LOVE MUSIC, LLC F/S/O MIKE LOVE

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Patrick McAuliff, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Mint Talent Agency
2846 A. Milwaukee Ave. Chicago, IL 60618
(312) 260-0857 patrick@minttalentgroup.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
James Canfield, Chief Executive Officer or
Ken Karns, Chief Operations Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	TRIBAL SEEDS	
Support 1	The Expendables	
Support 2	Mike Love	$ 7,500
Support 3	Simpkin Project	

Today's Date	06/24/25	Expiration Date	02/25/25	Revision Date	TBD
Performance Date	08/10/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Patrick McAuliff/Ryan Owens		Mint Talent Agency
Phone	312-260-0857	Email	patrick@minttalentgroup.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$69.50	$ 29,955
Orchestra 1	1750	85	10	1655	$59.50	$ 98,473
Orchestra 2	748	85	10	653	$49.50	$ 32,324
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$39.50	$ 106,097
Terrace 2	2391	100	12	2279	$29.50	$ 67,231
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 334,078

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	7,500		$ 7,500
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$276,126		$ 276,126
Adjusted Gross Potential				$ 57,952

I. Performer Offered: TRIBAL SEEDS/THE EXPENDABLES/MIKE LOVE BAND

A. The addition of support is by mutual agreement.

EXHIBIT A – SCOPE OF WORK (CONT.)

II. Offer Financials

A. $7,500 flat for Mike Love Billing: Tribal Seeds/The Expendables/Mike Love. Offer continent on all bands confirming. Simpkin Project – to open – 1st of 4.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. 100 Orchestra complimentary tickets for all artists total for this performance. Simpkin Project gets 10

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

VI. Catering

A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
a. Working areas are restricted to working personnel only.

VII. Merchandise
A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security
A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.
A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement
A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

_____ _____

Talent Buyer Date

_____ _____

Artist Representative Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $7,500.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500.00) upon satisfactory completion of services herein required on Sunday, August 10, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 10, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

c.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

d. knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

TATE OF CALIFORNIA

STANDARD AGREEMENT **R_____ A_____ F_____**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-200-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
SIMPKIN PROJECT LLC F/S/O SIMPKIN PROJECT

2. The term of this Agreement is: **08/10/2025** through **08/10/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$2,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Simpkin Project" at Pacific Amphitheatre on Sunday, August 10, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
SIMPKIN PROJECT LLC F/S/O SIMPKIN PROJECT

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Sean Kennedy, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
6462 Hughes Drive, Huntington Beach, CA 92647
simpkinproject@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
James Canfield, Chief Executive Officer or
Ken Karns, Chief Operations Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	TRIBAL SEEDS	
Support 1	The Expendables	
Support 2	Mike Love	$ -
Support 3	Simpkin Project	$ 2,000

Today's Date	06/30/25	Expiration Date	02/25/25	Revision Date	TBD
Performance Date	08/10/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Sean Kennedy		Sean Kennedy
Phone		Email	simpkinproject@gmail.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$69.50	$ 29,955
Orchestra 1	1750	85	10	1655	$59.50	$ 98,473
Orchestra 2	748	85	10	653	$49.50	$ 32,324
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$39.50	$ 106,097
Terrace 2	2391	100	12	2279	$29.50	$ 67,231
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 334,078

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	0		$ -
Support 2 Guarantee	$0	0		$ -
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$268,626		$ 268,626
Adjusted Gross Potential				$ 65,452

I. Performer Offered: TRIBAL SEEDS/THE EXPENDABLES/MIKE LOVE BAND/Simpkin Project

A. The addition of support is by mutual agreement.

EXHIBIT A – SCOPE OF WORK (CONT.)

II. Offer Financials
- A. $2,000 flat for Simpkin Project. Billing: Tribal Seeds/The Expendables/Mike Love/Simpkin Project. Offer continent on all bands confirming. Simpkin Project – to open – 1st of 4.
- B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points
- A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.
- B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.
- C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.
- D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.
- E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.
- F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.
- G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
- H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing
- A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.
  1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
  2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.
- B. 100 Orchestra complimentary tickets for all artists total for this performance. Simpkin Project gets 10
- C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.
- D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.
- E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.
- F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.
- G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production
- A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.
- B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.
- C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.
- D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.
- E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
- F. Front of stage barricades cannot be added once a performance goes on sale to the public.
- G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.
- H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.
- I. One (1) runner will be provided for the event.
  1. The runner will be shared with all Artists.
  2. The runner will start at load in time.
  3. The runner will be released no later than one (1) hour after the end of the performance.
  4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.
- J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

VI. Catering

EXHIBIT A – SCOPE OF WORK (CONT.)

A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.

B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.

C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.

D. If required, every person entering any part of the Venue must adhere to health and safety protocols.

E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.

F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

_____ _____

Talent Buyer Date

_____ _____

Artist Representative Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $2,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO THOUSAND DOLLARS ($2,000.00) upon satisfactory completion of services herein required on Sunday, August 10, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 10, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

c.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

d. knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-201-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
SOUTHERN STYLE TECHNIQUE INC. F/S/O DJ MONTAY

2. The term of this Agreement is: **08/13/2025** through **08/13/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$5,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "DJ Montay" at Pacific Amphitheatre on Wednesday, August 13, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
SOUTHERN STYLE TECHNIQUE INC. F/S/O DJ MONTAY

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Montay Humphrey, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
5535 Halsey Terrace SW, Atlanta, GA 30349
djmontay1000@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2025 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	T-PAIN	
Support 1	DJ - support	$ 5,000
Support 2		$ -
Support 3		

Today's Date	07/08/25	Expiration Date	03/25/25	Revision Date	TBD
Performance Date	08/13/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	DJ Montay		
Phone		Email	djmontay1000@gmail.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$152.50	$ 65,728
Orchestra 1	1750	85	10	1655	$127.50	$ 211,013
Orchestra 2	748	85	10	653	$107.50	$ 70,198
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$87.50	$ 235,025
Terrace 2	2391	100	12	2279	$67.50	$ 153,833
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 735,795

Expenses / Deductions

Source	Per Ticket	Total		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	5,000		$ 5,000
Support 2 Guarantee	$0	0		$ -
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$273,626		$ 273,626
Adjusted Gross Potential				$ 462,169

I. Performer Offered: T-PAIN/ DJ Montay

A. The addition of support is by mutual agreement.

EXHIBIT A – SCOPE OF WORK (CONT.)

II. Offer Financials

A. $5,000 flat for DJ Montay. Opening for T-Pain

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist. **Fair will provide (2) S6L consoles, backline, and video wall per rider – must use IN HOUSE Lighting – any lighting provided on the floor will be similar but not exact to what they are looking for.**

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 30 Orchestra complimentary tickets for this performance. Support complimentary tickets 10

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. Two (2) runners will be provided for the event.

1. The runners will be shared with all Artists.
2. The runners will start at load in time.
3. The runners will be released no later than one (1) hour after the end of the performance.
4. The runners will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

J. Load in no earlier than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

VI. Catering

EXHIBIT A – SCOPE OF WORK (CONT.)

A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

_____ _____

Talent Buyer Date

_____ _____

Artist Representative Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $5,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of FIVE THOUSAND DOLLARS ($5,000.00) upon satisfactory completion of services herein required on Wednesday, August 13, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, August 13, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

c.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

d. knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-204-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

STACHE, INC. dba THE M & M GROUP F/S/O LOS ANGELES AZULES / LUPITA INFANTE

2. The term of this Agreement is: **08/24/2025** through **08/24/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$250,000.00**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Los Angeles Azules" and "Lupita Infante" at Pacific Amphitheatre Sunday, August 24, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

STACHE, INC. dba THE M & M GROUP F/S/O LOS ANGELES AZULES / LUPITA INFANTE

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Michael Scafuto, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

The M & M Group
16872 Bolsa Chica Street, Suite 204, Huntington Beach, CA 92649
(714) 846-6600 michael@mm-group.org

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Ken Karns, Chief Operations Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2025 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	Los Angeles Azules	$ 225,000
Support 1	tbd support	$ 25,000
Support 2		$ -
Support 3		

Today's Date	09/05/24	Expiration Date	10/16/24	Revision Date	TBD
Performance Date	mutual 2025	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Michael Scafuto		M&M Group
Phone	909-702-7437	Email	michael@mmm-group.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$129.50	$ 55,815
Orchestra 1	1750	85	10	1655	$109.50	$ 181,223
Orchestra 2	748	85	10	653	$89.50	$ 58,444
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$69.50	$ 186,677
Terrace 2	2391	100	12	2279	$49.50	$ 112,811
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 594,968

Expenses / Deductions

Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$225,000		$ 225,000
Support 1 Guarantee	$0	25,000		$ 25,000
Support 2 Guarantee	$0	0		$ -
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$518,626		$ 518,626
Adjusted Gross Potential				$ 76,342

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: LOS ANGELES AZULES

A. The addition of support is by mutual agreement.

II. Offer Financials Plus $25,000 for support

A. $225,000 flat. Plus mutually agreed upon support.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. Artist to play between 75 minute and 100 minutes. Over 100 minutes can be done, but by mutual agreement.

D. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

E. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

F. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

G. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

H. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

I. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Headline Artist is allotted 30 Orchestra complimentary tickets for this performance. Support complimentary tickets TBD.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Lisa Sexton	06/10/25
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72 $250,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) upon satisfactory completion of services herein required on Sunday, August 24, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 24, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-218-25GE

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
BREW HA HA PRODUCTIONS, LLC

2. The term of this Agreement is: **10/23/2025** through **10/27/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$200,000.00 (See Exhibit B for payment details)**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To co-produce "OC Boo Ha Ha," at the OC Fair & Event Center, Saturday, October 25, 2025. See Page 2 for additional details.**	Pages 1 – 6
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 7
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 8 – 11
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 12 – 15
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 16 – 18

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
BREW HA HA PRODUCTIONS, LLC

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Tiffany Collins, Owner

CONTRACTOR BUSINESS ADDRESS
6960 Morning Glen, McKinney, TX 75071
(949) 939-3048 tiff@brewhahaproductions.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Brew Ha Ha Productions, LLC
Name: Tiffany Collins
Title: Owner
Phone number: (949) 939-3048

CONTRACTOR AND DISTRICT AGREE:

1. To the following provisions pertaining to **GENERAL RESPONSIBILITIES**:

   a. To partner and present the "Boo Ha Ha – A Haunted Oktoberfest" craft beer festival on Saturday, October 25, 2025 at the OC Fair & Event Center from 5:00 p.m. to 12:00 a.m. (midnight)

   b. The session shall include tastings of craft beer from 5:00 p.m. to 8:00 p.m. A cash bar will be available until 30 minutes before the close of the event.

2. To the following provisions pertaining to **EVENT DETAILS**:

   a. The Event shall be held in Lot I, Action Sports Arena, Baja Bar & Grill and will include portions of Building #16 and the Promenade.

   b. Contractor shall obtain all appropriate permits from the Orange County Health Care Agency and ensure event is at all times operating within the parameters set forth by this agency.

   c. Contractor may set up the event beginning Thursday, October 23, 2025, between the hours of 8:00 a.m. – 5:00 p.m.

   d. Event will be held rain or shine.

   e. No customer refunds will be allowed unless specifically agreed to by both Parties.

   f. Contractor shall have primary responsibility for the design of each session, including content, schedules and formats. District will make its resources available for these and other needs of the event where it can. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate performances as it may deem necessary to ensure compliance with sound restrictions.

   g. Contractor shall secure musical talent for the event.

   h. District shall secure demolition derby for the event.

   i. Due to the limitations of the commemorative three (3) ounce, acrylic tasting glass, the Contractor will offer unlimited tastes of approximately but slightly less than three (3) ounces.

   j. That no event guest will be allowed out of the event with beer from the event, and that no event guest will be allowed into the event with beer or other beverage containers. Clear water bottles are allowed. Contractor and designated security personnel shall monitor these activities in tandem.

   k. Contractor shall ensure event is completely torn down with all structures, equipment, kegs, supplies, décor and signage removed no later than by 4 p.m., Monday, October 27 2025.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AND DISTRICT AGREE (CONT.):

3. To the following provisions pertaining to **VOLUNTEERS & NON-PROFIT INVOLVEMENT**:

   a. Contractor shall source, secure, assist and interface with a primary charity 'partner' who will participate through the acquisition of the ABC License for this event, all alcohol donated and purchased, and volunteers to work the event. Contractor shall consult with and assist charity 'partner' in all aspects of their roles and responsibilities including alcohol compliance. Contractor will source appropriate general and liquor liability insurance for this charity which will be expensed to the event.

   b. Contractor shall coordinate efforts to recruit, vet, manage, and train volunteers from groups to provide volunteer servers or other functions for the event. All servers must be certified by an approved "Safe Alcohol Server" course (e.g. TIPS, ServeTrain, etc.), and must produce their Certificate of Completion to Contractor prior to volunteer serving. Contractor will provide list of all volunteers to District prior to the event.

4. To the following provisions pertaining to **MARKETING & SPONSORSHIP**:

   a. The District has a current exclusive sponsorship agreement with Constellation Brands, and that Contractor must gain District approval on the use of all brewery banners and signage for the exterior of the event to ensure there is no conflict with existing District malt beverage sponsor agreements. Any additional sponsorship agreements involving signage for the exterior of the event tent structure must be pre-approved by District to ensure there is no conflict with existing District sponsor agreements and by Contractor for desirability and appropriateness. Any sponsorships involving the interior of the event tent structure is at the discretion of the Contractor. Sponsorship income shall be distributed: 10% for seller of the sponsorship and the balance split 50/50 between District and Contractor.

   b. The District has limited rights to use Contractor's primary, proprietary event name, "OC Boo Ha Ha" or any derivatives such as, "OC Boo Ha Ha – A Haunted Oktoberfest," or others approved by Contractor. The District may extend these limited rights to marketing organizations for purposes of promoting Boo Ha Ha. The District, directly or through Tandem Partnerships may secure sponsors for Boo Ha Ha that are mutually agreed to between District and Contractor. Sponsorship income shall be distributed: 10% for seller of the sponsorship and the balance split 50/50 between District and Contractor.

   c. Contractor's use of the OC Fair & Event Center brand must be in compliance with the District's style guide. Contractor shall obtain pre-approval from the District prior to each unique version of the brand.

   d. Contractor and the District shall each make best efforts to promote the event through developing and implementing marketing and sales plans using their own channels, databases, websites, etc. that include but not limited to: marketing, advertising and social media. District shall communicate these plans to Contractor and Contractor shall coordinate and approve these plans to insure consistency and synergy for maximum effectiveness. Specifically, Contractor shall be responsible for coordinating all aspects of promotion and will develop and distribute print advertising and collateral materials; develop, monitor and maintain the primary event website; develop art and promotional materials such as graphics, photos, videos, etc; market the event through Brew Ha Ha's database, website listings, print advertising, collateral materials, etc; and source and take the lead with a PR firm for press releases and to generate and exploit other PR opportunities including coordinating featured guests on radio and TV.

   e. Contractor shall source and work to gain professional photography and videography services and end products as Contractor considers it necessary for the benefit of the event either this year or in the future. Estimated costs for these services will be included in the Event Budget, which shall be provided to the District, and therefore both Parties shall have rights to use photos and videos for promotional purposes. The District shall create and take advantage of opportunities to also have professional photography and videography taken in the event and will provide Contractor with copies as soon as possible. District shall grant permission to use those photos and videos for promotional purposes.

   f. District shall provide access to all sales or marketing information as requested and shall deliver the complete data base of buyers to Contractor within three (3) business days of the last session in an Excel or .csv format.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AND DISTRICT AGREE (CONT.):

5. To the following provisions pertaining to **SUPPLIES & DECOR**:

   a. The District and Contractor shall collaborate and arrange for all primary production elements such as lighting, stage structure, truss units, etc., for the event.

   b. The District shall arrange for Octoberfest/Halloween themed décor for the event.

   c. The District shall provide stanchions, utilities, tables, chairs, and pipe & drape or other covering for refrigerator containers and utility room, etc.

   d. The District shall deliver to Contractor no later than the day before the first session, standard OC Fair 21+ ID check wristbands. Prior to guest entering the event, security or alcohol compliance personnel shall apply wristbands after verifying each individual is of age to legally consume alcohol in a public setting in the State of California.

   e. Contractor shall order and distribute additional event wristbands for each guest in order to indicate paid admission to the event. Event wristbands shall be distributed after 21+ ID check and wristbands have been completed and distributed by security or alcohol compliance personnel.

   f. Contractor shall order and stock free water stations for guests throughout the event.

   g. Contractor shall help the event's ABC License Holder acquire sufficient craft beer to offer a minimum of sixty (60) craft beers at each session. Note: Contractor will consider the number of attendees at each session when determining the number of taps that should be running at one time in order to create optimal length of lines and consumption. Contractor will also manage an acceptable number of closed taps due to running out of craft beer during a session.

   h. Contractor may sell related merchandise at the event. All merchandise sold may include the OC Fair & Event Center brand, following the District's style guide requirements. Net revenue from event merchandise sales will be split 50/50 between District and Contractor.

6. To the following provisions pertaining to **LABOR**:

   a. Safety and alcohol compliance is the responsibility of the ABC License Holder, Contractor and the District. Contractor will secure and manage mutually agreed upon security and alcohol compliance staff. The District will be the final authority over Security & Alcohol Compliance staff and function.

   b. The District shall provide minimal labor resources for setup and teardown of trash cans, fencing, etc. using District Event Operations staff.

   c. The District shall provide janitorial and event maintenance labor resources during and after each session.

   d. The District shall provide janitorial and venue maintenance labor resources after the final session has concluded using District staff and contractors.

   e. Contractor shall verify that Contractor's paid and unpaid staff, and any other contracted staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by Brew Ha Ha Productions, LLC, is not a registered sex offender per the Megan's Law registry.

   f. The District will provide working credentials and parking passes for all Contractor staff, participating breweries, and other support staff. Each brewery will receive working credentials for staff members working at each session.

   g. The District will provide an additional two (2) general admission tickets for each participating brewery for business development purposes.

   h. The District will provide working credentials for each day worked, along with a parking pass to non-profit volunteers.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AND DISTRICT AGREE (CONT.):

7. To the following provisions pertaining to **DECIBEL LEVELS:**

   Sound pressure levels must not exceed:
   1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
   2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
   3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the FOH location).
   4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

   House sound will include stage monitors. District agrees to use Contractor's monitoring system, at Contractor's request, at no additional cost to the District.

   Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

   In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

8. To the following provisions pertaining to **TICKETING & REVENUE**:

   a. To coordinate mutually agreeable strategies for event ticket sales and promotions, including, but not limited to, discounts, and group and sub-distribution arrangements.

   b. Any of the events may be added, changed or cancelled due to demand or for other reasons as mutually agreed upon by both Contractor and the District.

   c. The District will be responsible for managing all ticket revenue and pre-event expenses as needed unless otherwise agreed upon by both Parties. When the purchasing process, of items allowed for in the Event Budget, is not conducive for District to directly pay for them, Contractor may purchase them directly and get reimbursed from District within one (1) week of submission of invoice with proper documentation.

      Final distribution shall be calculated as total ticket revenue minus:

      i. Mutually confirmed event-related expenses not to exceed the total of spending authorizations as outlined in the Event Budget, which shall be provided to the District.

      ii. Any other mutually agreed upon expenses.

      iii. Contractor shall submit all purchase documentation such as receipts and/or rental agreements to the District as soon as possible after the purchase and no later than thirty (30) days after the completion of event.

   d. Fifty percent (50%) of the remaining balance will go to the District and fifty percent (50%) will go to Contractor, a total sum not to exceed TWO HUNDRED THOUSAND DOLLARS ($200,000.00) upon satisfactory completion of work herein required according to the payment provisions and schedule detailed in Exhibit B.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AND DISTRICT AGREE (CONT.):

9. To the following provisions pertaining to **FORCE MAJEURE:**

    a. 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, destruction of the District's facilities such that the event is cancelled 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 any performance and neither party shall have any further liabilities and/or obligations in connection therewith. In the event of a multiple show engagement, if such an occurrence shall occur necessitating the cancellation of any show(s), then the Contractor shall be paid on a prorated basis for shows(s) performed.

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

10. To the following provision regarding **COVID PROCEDURES:**

    a. Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-69

PAYMENT PROVISIONS:

To pay Contractor fifty percent (50%) of the net revenue, a total sum not to exceed TWO HUNDRED THOUSAND DOLLARS ($200,000.00) upon satisfactory completion of work herein required according to the following payment schedule:

a. Contractor will be paid TWENTY FIVE THOUSAND DOLLARS ($25,000.00) towards expenses incurred by Contractor after the closing of the session on Saturday, October 25, 2025.

b. Contractor will be paid the balance of the amount owed as detailed in Exhibit A, Section 7, Item d upon satisfactory completion of services herein required and upon receipt of proper purchase documentation such as receipts and/or rental agreements and according to Event Budget. Payment will be made Net 30 from written notice from Contractor that District has all documentation from them to calculate distribution

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, October 25, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #23-01-01

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: $5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); $5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. $3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. $3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; $2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

III. Participant Waivers

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

-End Exhibit E-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-219-25GE

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
SUNNYSIDE PROMOTIONS RACING LLC

2. The term of this Agreement is: **10/25/2025** through **10/27/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$32,665.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide the 32nd District Agricultural Association with all labor, equipment, and materials to produce one (1) demolition derby event in the Action Sports Arena, October 25, 2025 at Boo Ha Ha. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Action Sports Arena Rider (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Insurance Requirements (Attached hereto as part of this agreement)	Pages 18 – 20

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
SUNNYSIDE PROMOTIONS RACING LLC

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Jeff Lenig, Owner

CONTRACTOR BUSINESS ADDRESS
425 Bloomfield Place, Camarillo, CA 93012
(805) 437-6989 jeff@sunnysidepromotions.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Sunnyside Promotions Racing LLC
Name: Jeff Lenig
Title: Owner
Phone number: (805) 437-6989

CONTRACTOR AGREES:

1. To produce a Dead Man Drivin' Demolition Derby featuring hearses plus Figure 8 in the Action Sports Arena on October 25, 2025 for Boo Ha Ha beer festival.
2. To begin setup of the event on Saturday, October 25, 2025 and complete setup within sufficient time prior to the event, or as otherwise directed by the District.
3. Event time will be approximately 8:15 p.m. Event shall last approximately 45 minutes. Ending time is subject to factors beyond control of the Contractor and is subject to change at the sole discretion of the District.
4. To begin removal of all vehicles and debris once the event ends and the venue is cleared of spectators on Saturday, October 25, 2025, and complete removal by 12:00 p.m. on Monday, October 27, 2025. Contractor must receive approval from the District prior to tearing down the event.
5. The Figure 8 portion of the events will feature a minimum of six (6) he. Event format may be modified subject to District Management approval.
6. The auto derby events will feature a minimum of six (6) and a maximum of eight (8) hearses. Event format may be modified subject to District Management approval.
7. To provide the following for each event:
    a. Event competition management, including: tech-inspectors, starter, scoring and scoring equipment, fire crew and equipment, back gate personnel, pit security and announcer.
    b. Event Insurance: participant and spectator liability plus participant excess medical (see Exhibit F for details).
    c. Prepare, print and distribute event entry forms and rules.
    d. Secure and receive completed entries.
    e. Supply biographical and news release information.
    f. Advertise all events in "Derby News" (2,000 pieces distributed in California).
    g. Provide and pay out all prize monies.
    h. Provide trophies at all events.
    i. Secure tow trucks.
    j. Produce driver and tow truck incentive programs.
    k. Produce and print event information program to be given to patrons at no charge.
    l. Contractor to secure and pay for hotel rooms.
8. Contractor to receive 100% of entry fees and pit passes. Pit passes not to exceed an average of four (4) per entry.
9. To provide a professional event announcer for all dates.
10. To attend coordination meetings upon notification from the District as required.
11. To prohibit the display of political or controversial statements, slogans, flags or emblems as part of vehicle branding or decoration.
12. To be held responsible for motorized racing event noise as to be in compliance with rules and regulations of this contract regarding noise as recommended in good faith by District Management and in order to comply with applicable law and/or court orders. Contractor fully understands that the decibel levels are to be recorded. Specific decibel

EXHIBIT A – SCOPE OF WORK (CONT.)

levels and distances shall be ninety-five (95) dBA measured at one hundred feet (100') from the source and no more than 55 dBA in any area where homes exist, which may be modified by District Management, in good faith, at a later date if deemed necessary.

13. Sound system will be set at a decibel level specified by District Management, which in no case shall exceed 55 dBA in any area where homes exist. The use of the sound system in an outside area on the Fairgrounds shall not be permitted to continue after 10:00 p.m. Violations of the decibel level or termination time of the use of the sound system will be subject to discontinued use of the sound system.
14. That the District has exclusive sponsorship rights to this event. The Contractor may seek and secure sponsorship that does not conflict with the sponsors secured by the District. All Contractor sponsorship opportunities must be submitted to Director of Entertainment for approval before any Contractor/Sponsor agreement is reached. District sponsors have priority in all circumstances. All banner, sign and merchandising placement must be approved by District staff. It is the responsibility of the Contractor to inform non-Fair sponsors that they may not participate in this event unless permission has been given by the OC Fair & Event Center Entertainment Director. In the event that non-Fair sponsors arrive at the Fair-owned event, it is the responsibility of the Contractor to inform non-Fair sponsors that they cannot set up.
15. Contractor or sponsors may not sell or distribute any adhesive stickers at any time within the confines of the fairgrounds.
16. To refer to the event as "OC Boo Ha Ha" or "OC Boo Ha Ha – A Haunted Oktoberfest" in any promotional or advertising materials prepared by the Contractor.
17. No persons shall be allowed into the backstage/pit area without proper credentials or wristbands issued by the District. Credentials or wristbands do not provide access to the reserved seating area withing the grandstand.
18. The Contractor is fully responsible for the behavior and actions of all riders and participants, all rider and participant guests given access to the backstage/pit area, all employees of Sunnyside Promotions Racing, and all sub-contractors provided by the Contractor to facilitate the event. No alcohol or any other controlled substance may be consumed while any of the aforementioned are on the OC Fair & Event Center grounds. If any riders or participants violate this restriction, they will not be allowed to participate in the event and the rider portion of the event fee will be reduced by 10% per incident. Employees of the Sunnyside Promotions Racing are expected to act in a professional manner at all times while on the OC Fair & Event Center grounds. If employees of the Contractor abandon their responsibilities in advance of the event, during the event or following the event, it is the expectation that Contractor will provide a fully qualified replacement or that the performance fee will be reduced by an appropriate amount.
19. Contractor is responsible for the oversight of all drivers, participant, guest and employee activity in the backstage/PIT area, including but not limited to behavior, parking and registration.
20. Figure 8 participants are limited to up to three (3) crew/guest in the backstage/pit area. These persons shall be provided with a wristband from the District. Any additional persons shall be required to purchase separate admission and enter through a public entrance.
21. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
22. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

DISTRICT AGREES:

1. To provide the following:
   a. Onsite ambulance for each event.
   b. Arena (approximately 100' x 250'), water truck, grader or skip loader with ripping teeth, and operators for preparation and maintenance of derby performance arena.
   c. Grandstand seating, tickets and ticket takers, front gate personnel and ushers, sound system with wireless microphone, concessions, restrooms and event security.
   d. Pit area for participants and vehicles.
   e. Hazardous waste containers.
   f. Event promotions and advertising.
   g. Event sponsorship opportunities with the District to retain all monies received from sponsors.
2. To pay Contractor a total amount not to exceed THIRTY TWO THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS ($32,665.00) upon satisfactory completion of services herein required on Saturday, October 25, 2025.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-69

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed THIRTY TWO THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS ($32,665.00) upon satisfactory completion of services herein required on Saturday, October 25, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, October 25, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. 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.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist and Contractor (terms may be used interchangeably) shall adhere to all starting times as indicated in this Agreement.

PERFORMANCE LENGTH/TIMES
Contractor shall adhere to performance lengths and times as indicated in this Agreement.

CURFEW
There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the 32nd District Agricultural Association (District) prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand ($1,000) dollars per minute for the first five (5) minutes and an additional ten thousand ($10,000) dollars for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are not residents of California will be subject to seven percent (7%) State Withholding at Source as determined by the Franchise Tax Board.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the event. However, this opening time is subject to change at the discretion of the District. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the District, State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor will adhere to the sound ordinance observed by the District. Exact levels will be available upon request and random readings will be taken throughout sound check and performance.

Contractor shall be bound by the sound covenant and shall at all times during any pre-event sound tests and the event operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications.

Maximum permissible sound levels, as measured flat (no weighting) on a peak reading calibrated SPL meter in the surrounding housing areas is 55 dB.

All measurements must conform to published sound level limitations for the area. In any case, measurements made in surrounding neighborhoods have precedence, regardless of compliance within the venue.

In addition to the above terms, Artist agrees that the District, in exercising its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA – WEB SITE
The District requires that the Contractor place specific information about the OC Fair on its website on or before launch date. Information should include the entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also may request that the Contractor consent to at least one (1) fifteen (15)-minute promotional interview with a local radio station, television station or print reporter in advance of their performance at the OC Fair. Media outlet to be selected by the District. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview.

EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS
Contractor agrees to use District-provided sound and lighting equipment. The District will provide industry standard sound and lighting equipment not to exceed allocated budget. Any costs exceeding the budget are the responsibility of the Contractor.

RENTAL EQUIPMENT
The District can provide but will not be responsible for payment of rental equipment unless otherwise specifically stated in this Agreement.

GROUND TRANSPORTATION
The District will not provide or be responsible for ground transportation of any kind.

HOSPITALITY
The District will provide hospitality only when contracted. When contracted, the District will provide *only* lunch and dinner service chosen from a District determined menu. District will use Contractor's contract rider as a guide but will make the final decision as to the meal that will be served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. after show and/or tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

MERCHANDISING
Merchandising sales are subject to 75%/25% split with the venue selling the merchandise. The split on media/CD's is 90%/10%. District will provide adequate point(s) of sale. Contractor is responsible for seller's fee in addition to commission. Sales will be audited at the end of the evening by a designated District staff member.

SPONSORSHIPS
The District will retain all sponsorship rights to the venue. In the event that a Performer's sponsor becomes a contracted part of the agreement, the District's sponsorships will take precedence over Performer's sponsorships. Performer's sponsorship signage may be used only with approval of the District representative. The District's representative and sponsorship manager shall be notified prior to the signing of this agreement of any potential conflicts related to sponsors. Performers shall not receive any revenues from District sponsorships.

The Action Sports Arena is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Action Sports Arena.

INSURANCE
Prior to the performance, Contractor shall provide a valid Certificate of Insurance indicating minimum coverage as outlined in Exhibit F. No indemnification, hold harmless or additional insured certificate will be provided to Contractor.

EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

FORCE MAJEURE CLAUSE

The District's obligation are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Action Sports Arena or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at scheduled time it is mutually agreed the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Artist warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Artist has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:
"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…
(6) Performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

Artist acknowledges that Artist acts under this Agreement as an independent contractor charged with the responsibility, in Artist's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Artist undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary, artistic works.

Artist warrants that in the performance of this Agreement, Artist will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Artist will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Artist authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

PROMOTIONAL MATERIAL & ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach.

All Performer names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized. Performers will not have prior approval of any Fair-related promotional or advertising material. All Performer guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Performers' management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes. Due to space limitations, Performer logos will not be used in any promotional materials.

COMPLIMENTARY TICKETS

The District will provide complimentary reserved seat tickets only when contracted. If available, the Performer may purchase additional tickets through the OC Fair box office. Performer's guests will be subject to a parking charge at the event.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to one thousand ($1,000) dollars per incident and may preclude Contractor from future performance opportunities at the OC Fair.

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Performer or Performer's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Performer to the terms and conditions contained herein. If the Performer is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Performer shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F.S.O." (for services of) and immediately followed by the name of the performing Artists on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2023, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COVID-19 INFECTION MITIGATION PROTOCOLS & PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – INSURANCE REQUIREMENTS

California Fair Services Authority #23-01-01

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: $5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); $5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. $3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. $3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,#Bareback, Saddle Bronc, or Mutton Busting; $2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of

EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

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.

EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit F-

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 3/19)

R ☐ A ☐ F ☐

AGREEMENT NUMBER
SA-222-25SP | **A-**

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
John Wayne Airport Orange County

2. The term of this Agreement is: **July 18, 2025 through August 17, 2025**

3. The amount of this Sponsorship Agreement **$12,720.00**

Payment Terms**:**

☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to: "OC Fair & Event Center"

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(4/17) – If not attached, view at *https://www.dgs.ca.gov/OLS/Resources*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
John Wayne Airport Orange County

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Charlene Reynolds, Airport Director

ADDRESS
3160 Airway Avenue, Costa Mesa, CA 92626

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association/OC Fair & Event Center

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

☐ CONTRACTS MANAGER ☐

California State Use Only

☑ Exempt: Sponsorship

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF STATE ACCOUNTING OFFICER

✍ Date

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Marie Torres, Marketing & Sponsorship Associate
(714) 708-1541

John Wayne Airport Orange County
Charlene Reynolds, Airport Director

Force Majeure

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

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

GenAI Technology Use & Reporting

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

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

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

CONTRACTOR AGREES:

1. John Wayne Airport to be Presenting Sponsor of the Orange Gate at the 2025 OC Fair
2. To provide sponsorship payment in the sum of TWELVE THOUSAND SEVEN HUNDRED AND TWENTY DOLLARS ($12,720). Payment must be received in full by July 1, 2025
    a. Payments shall be remitted to the following address:

OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626

3. To gain pre-approval from the Association for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the Association prior to implementation
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein
5. To gain pre-approval from the Association for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Sponsor require the approval of the Association prior to implementation
6. To give Association a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions

ASSOCIATION AGREES:

1. To provide John Wayne Airport with Presenting Sponsorship of the Orange Gate at the 2025 OC Fair
2. To produce Sponsor name/logo in the following signage at the Orange Gate the 2025 OC Fair (signage to be produced/installed by the Association):
    a. One (1) 360"x18" truss Welcome signs over the Orange Gate entrance
    b. Four (4) 240"x12" banners for the entrance and exits sides of the Orange Gate entrance tents
    c. Signage to be approved by Sponsor.
3. To include Sponsor logo:
    a. In all applicable 2025 OC Fair collateral including the OC Fair Brochure, etc. (pending deadlines)
    b. In all applicable 2025 print and digital advertising (pending deadlines)
    c. In the @The Fair e-newsletter, summer issue (pending deadlines)
    d. On the 2025 OC Fair website with a link to the Sponsor website (pending deadlines)
4. To provide the following hospitality benefits:
    a. One Hundred (100) 2025 OC Fair admission tickets
    b. Fifty (50) Total 2025 OC Fair parking passes
        i. (25) F Lot Single Day
        ii. (25) Offsite Lot Single Day
    c. Twenty-Five (25) carnival ride cards (one [1] ride per card)

Presenting Sponsorship Location:

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. Title of Event. The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. Participants' Names. Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. Right to Remove Name. Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. Delivery and Service. At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. Sponsor Insurance. During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. Risk of Loss. State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. Sponsor's Trademarks. Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. Sponsor's Authorization of State. State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. State's Submission for Approval. State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. Uses for Benefit of Sponsor. The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. State's Trademarks. State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. State's Authorization of Sponsor. Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. Sponsor's Submission for Approval. Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. Benefit of State. The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. Merchandise. State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. Ambush Prevention-State's Action. State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. Owner Warranties. State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. Sponsor Warranties. Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. Effect of Cancellation on Sponsor. In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. No Joint Venture of Partnership. This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – INSURANCE REQUIREMENTS
(Revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events:

EXHIBIT C – INSURANCE REQUIREMENTS

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

EXHIBIT C – INSURANCE REQUIREMENTS

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

OR

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

OR

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

II. General Provisions

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

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.

L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

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

R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 3/19)

R ☐ A ☐ F ☐

AGREEMENT NUMBER
SA-223-25SP | **A-**

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
Orange County Automobile Dealers Association

2. The term of this Agreement is: **July 18, 2025 through August 17, 2025**

3. The amount of this Sponsorship Agreement **$2,700.00 (CASH)**

Payment Terms**:**

☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to: "OC Fair & Event Center"

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements – N/A (Sponsor not on site)

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(4/17) – If not attached, view at *https://www.dgs.ca.gov/OLS/Resources*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
Orange County Automobile Dealers Association

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
John Sackrison, Executive Director

ADDRESS
3737 Birch Street, Ste 220, Newport Beach, CA 92660

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association/OC Fair & Event Center

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

☐ CONTRACTS MANAGER ☐

California State Use Only

☑ Exempt: Sponsorship

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF STATE ACCOUNTING OFFICER

✍ Date

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER (herein referred to as "State", "District" or "OCFEC"
Marie Torres, Marketing & Sponsorship Associate
(714) 708-1541

Orange County Automobile Dealers Association
John Sackrison
Email: John@ocada.org

Force Majeure

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

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

GenAI Technology Use & Reporting

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

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

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

SPONSOR AGREES:

1. To provide artwork for the email blast opportunity, (1) one full banner ad on (3) three e-blasts (during fair time).
2. To provide payment in the sum of TWO THOUSAND SEVEN HUNDRED DOLLARS ($2,700.00) as a fee, due on July 1, 2025.
3. Payments shall be remitted to the following address:

OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626

4. To gain pre-approval from the Association for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Agency require the approval of the Association prior to implementation.

ASSOCIATION AGREES:

1. To provide sponsor (1) one full banner ad on (3) three e-blasts during the 2025 OC Fair.
    a. Specs outlined below.

End Exhibit A

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. Title of Event. The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. Participants' Names. Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. Right to Remove Name. Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. Delivery and Service. At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. Sponsor Insurance. During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. Risk of Loss. State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. Sponsor's Trademarks. Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. Sponsor's Authorization of State. State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. State's Submission for Approval. State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. Uses for Benefit of Sponsor. The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. State's Trademarks. State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. State's Authorization of Sponsor. Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. Sponsor's Submission for Approval. Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. Benefit of State. The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. Merchandise. State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. Ambush Prevention-State's Action. State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. Owner Warranties. State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. Sponsor Warranties. Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. Effect of Cancellation on Sponsor. In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. No Joint Venture of Partnership. This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party and all its affiliates, subsidiaries, directors, officers, employees, owners, members, agents and assigns from and against any and all claims, demands, actions or causes of action, and expenses including reasonable attorney's fees, resulting or arising out of (i) any falsity or breach of any representation, warranty, covenant, or agreement made or to be performed by the indemnifying party pursuant to this Agreement; or (ii) any negligence whether intentional or not, grossly negligent act or omission of the indemnifying party. However, each party expressly agrees that it shall be required to indemnify or hold harmless the other party for any claims, damages, or liabilities to the extent they arise from the negligence whether intentional or not, gross negligence, or willful misconduct of the party seeking indemnification. Additionally, such indemnity shall not extend to indirect or consequential damages.
With respect to section CC, each party has the right, but not the obligation, to participate in the defense of any claim subject to indemnification by the other party under this Agreement. This indemnification obligation shall survive the expiration of termination of this Agreement.

- End Exhibit B -

EXHIBIT C – INSURANCE REQUIREMENTS (N/A – Sponsor Not On Site)
(Revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events:

EXHIBIT C – INSURANCE REQUIREMENTS

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

EXHIBIT C – INSURANCE REQUIREMENTS

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

OR

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

OR

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

II. General Provisions

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

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.

L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

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

R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R [ ] A [KK] F [ ]

AGREEMENT NUMBER
SA-224-25FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
United Rentals (North America) Inc.

2. The term of this Agreement is: **06/30/2025** through **09/03/2025** **FED # 86-0933835**

3. The maximum amount of this Agreement is: **$82,865.08**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide electrical rental for 2025 Fair at the OC Fair & Event Center	Pages 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
United Rentals (North America) Inc.

CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Chris Concepcion – Branch Manager

CONTRACTOR BUSINESS ADDRESS
9606 Firestone Blvd., Downey, CA 90241-5508

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jerry Eldridge, Director of Facility
Phone Number (714) 708-1578

United Rentals (North America) Inc.
Steve Croxford
Email:

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

GenAI Technology Use & Reporting

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

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

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

SCOPE OF WORK

Contractor agrees to provide the following electrical equipment rentals:

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
325	241/7275	CABLE 6/4 50 AMP 50'		12.50	25.00	60.00	47,125.00
50	241/8010	CABLE BANDED 5 WIRE 50'		20.00	40.00	120.00	14,000.00
60	241/7662	CABLE 4/0 AWG 400 AMP 50' CAM		10.00	20.00	60.00	8,400.00
6	241/5967	CABLE TAIL 2/5 FEMALE		5.00	10.00	30.00	420.00
8	241/8005	CABLE BANDED 5 WIRE 25'		15.00	30.00	90.00	1,680.00
40	241/5989	CABLE TAIL 6/4 MALE		8.00	10.00	25.00	2,400.00
25	241/7142	TEES 400 AMP F/F/F/M CROWFOOT		5.00	10.00	30.00	1,750.00
					Rental Subtotal:		75,775.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	600.000	EACH	600.00
1	PICKUP CHARGE	600.000	EACH	600.00
			Sales/Misc Subtotal:	1,200.00
			Agreement Subtotal:	76,975.00
			Tax:	5,919.07
			Estimated Total:	82,894.07

COMMENTS/NOTES:

1. Price Inclusive

The price quote shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, emission, certificate, license, insurance, travel, meal reimbursements, hotel accommodation, equipment, delivery, pick up, set up, installation, tear down, clean up, daily services, transportation, fuel or any other related services required. The District shall not be billed for any costs that were not included in the contract.

Damages and Lost of Rental Items: Contractor must present evident of damages caused by the District. Such evident must be in a form of either photos taken on the District premises or document signed by a Field Representative. When missing items occurs, the rental cost should stop immediately once the District notify the Contractor. The Contractor must present delivery slip before any compensation can be made. Compensation shall base on the condition of items and price must be equal or less compare to current industry value.

Any modification at the site that resulted in price change shall be pre-approved by the District Contract Representative.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

END EXHIBIT A

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-63

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 53261. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 2/2025

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. 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.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods,
or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. 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.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract

performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: 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 (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. 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.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
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.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

(Revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping

contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

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

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

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

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

OR

EXHIBIT E – INSURANCE REQUIREMENTS

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

OR

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

OR

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

II. General Provisions

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

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

EXHIBIT E – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

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

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-227-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MASTER BEAT INC F/S/O THE ROMANTICS

2. The term of this Agreement is: **07/20/2025** through **07/20/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$27,000.00 ($25,000.00 FLAT plus backline buyout)**
See Exhibit B for payment details

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "The Romantics" at Pacific Amphitheatre on Sunday, July 20, 2025. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 24

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MASTER BEAT INC F/S/O THE ROMANTICS

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Val Wolfe, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Paladin Artists
P.O. Box 5237, New York, NY 10185
(310) 562-1564 vwolfe@paladinartists.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
James Canfield, Chief Executive Officer or
Ken Karns, Chief Operations Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

2025 Performance Offer

OC Fair & Event Center / The Pacific Amphitheatre

88 Fair Drive, Costa Mesa, CA 92626

This document constitutes a formal offer to perform based on the information specified below.

	Performer	Offer Amount
Headliner	The Psychedelic Furs	
Support 1	**The Romantics**	**$ 25,000**
Support 2	Rooney	$ -
Support 3		

Today's Date	07/01/25	Expiration Date	07/01/25	Revision Date	TBD
Performance Date	07/20/25	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	TBD

Agent	Val Wolfe		Paladin
Phone	310-562-1564	Email	vwolfe@paladinartists.com

Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Marketing	Lisa Sexton	Phone	714-745-3957	Email	lsexton@ocfair.com
Production	Ray Woodbury	Phone	909-821-3157	Email	ray@rkde.net
Contracts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Buys	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com
Counts	Jay Xudan	Phone	323-459-4555	Email	jxudan@ocfair.com

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Price	Gross Potential
Pit / Circle	469	30	8	431	$79.50	$ 34,265
Orchestra 1	1750	85	10	1655	$69.50	$ 115,023
Orchestra 2	748	85	10	653	$59.50	$ 38,854
Orchestra 3	0	0	0	0		$ -
Terrace 1	2798	100	12	2686	$49.50	$ 132,957
Terrace 2	2391	100	12	2279	$39.50	$ 90,021
Terrace 3	0	0	0	0	$0.00	$ -
Total	8156	400	52	7704		$ 411,118

Expenses / Deductions

Source	**Per Ticket**	**Total**		
Headliner Guarantee	$0	$0		$ -
Support 1 Guarantee	$0	25,000		$ 25,000
Support 2 Guarantee	$0	0		$ -
Fair Admission	$13.50	110,106		$ 110,106
House Expenses	$0	105,000		$ 105,000
Advertising	$0	15,000		$ 15,000
Facility Fee	$5.00	38,520		$ 38,520
Total Expenses/Deductions		$293,626		$ 293,626
Adjusted Gross Potential				$ 117,492

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performer Offered: The Romantics

A. The addition of support is by mutual agreement.

II. Offer Financials

A. $25,000 flat plus $2,000 backline buyout for The Romantics. BILLING: THE PSYCHEDELIC FURS / THE ROMANTICS / ROONEY – OFFER CONTINGENT UPON THE PSYCHEDELIC FURS APPROVAL.

B. Offer is all in and inclusive of all costs, including but not limited to; extra labor, backline, additional production expense, air and ground transportation and hotel accommodations and any other cost that may be requested or required by the Artist.

III. Deal Points

A. Offer to perform is based on ability to arrive at a performance date and time which are mutually agreed upon by both Artist and Venue.

B. The Venue will have market exclusivity for this performance. Should this offered be accepted, there will be no other performances, or advertising of other performances by the Artist within a 75-mile radius (includes Los Angeles, Riverside County, San Bernardino County (including, but not limited to, Pala, Pechanga, Yaammava and Southern California desert casinos), Northern San Diego County and Orange County for 180 days before the performance date and extending through the end of the day of show.

C. As an agency of the State of California, Venue is not permitted to provide performance deposits in advance of performance date.

D. There is a 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or penalties that may result from a failure to comply with this curfew.

E. Any income from parking, food & beverage concessions, ticket service charges, suites/box seats, local share of merchandise, etc., will not be shared in settlement.

F. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.

G. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

H. There will be no cash available at settlement. Payment checks will be written to contracted entities only.

IV. Ticketing

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all Artist fan club presales must end before the first venue presale begins.

1. Seat locations will not be held back from the Venue presale. Presale tickets will be pulled from open seats.
2. If there are seat locations associated with an Artist presale/special offer, locations will be made available *after* Venue hold obligations.

B. Support Artist is allotted 20 Orchestra complimentary tickets for this performance.

C. Ticket holds for purchase must be requested by Artist or Artist representatives before a performance goes on sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If tickets remain unclaimed within 10 days of the event, they will be released for public purchase.

D. This offer assumes that the complimentary ticket allotments are best estimate. Tickets allotted as complimentary which remain unused will be opened to the ticketing system for public purchase with no change to the financial agreement.

E. Venue is granted all rights and control over the ticket inventory and ticketing processes, including, without limitation, presales, and other sales mechanisms.

F. There will be no alteration of scaling such as "Premium" or "Platinum" ticket prices without mutual agreement of both Venue and Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and Artist.

G. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for public purchase with no change to the financial agreement.

V. Production

A. This offer is predicated on the fact that visiting production will be using Venue in-house production elements. Production elements are detailed on the Venue production page of the Venue website: www.pacamp.com/production. Password: production.

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to, specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, additional talent, hotel accommodations, etc.

C. Any labor required to make (strike and restore) changes to existing truss structure is at the sole expense of the Artist.

D. Artist is welcome to bring in additional production equipment, such as monitor systems, FOH console(s), video walls and additional lighting fixtures to be added to the pre-existing truss structure. However, the cost associated with set up of additional gear will be the sole responsibility of the Artist. If supplementing in house lighting, the installed lighting system will stay in place with Artist system rigged around installed system.

E. If seats are killed as a result of any additional gear brought in specifically for a Venue performance, the Artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added once a performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number of trucks unloaded beyond 2, will be charged $2,000 per truck.

H. There is a $5,000 origination fee, plus any IATSE Local 504 labor and additional production costs to video record the performance.

I. One (1) runner will be provided for the event.

1. The runner will be shared with all Artists.
2. The runner will start at load in time.
3. The runner will be released no later than one (1) hour after the end of the performance.
4. The runner will be driving a 15-passenger van. The runner works on show day only. The Runner will work within a 15-mile radius.

J. Load in no later than 9:00 a.m. (9:00 a.m. breakfast / 9:30 a.m. load in) for all events in order to follow labor turnaround laws.

EXHIBIT A – SCOPE OF WORK (CONT.)

VI. Catering

A. Catering is capped at $5,000 per event, inclusive of all Artists, and may include breakfast, lunch, dinner and dressing room rider.
   1. Pacific Amphitheatre will not provide "after show food" or "bus stock". If requested, these items will be at the sole expense of the artist production and will be scheduled to be picked up to fit within the parameters of the runner hours.
   2. There are no catering buyouts.

B. No alcohol, tobacco, clothing or expendables are provided under catering or dressing room budget. Expendables include, but are not limited to such items as batteries, grooming products, candles, flowers, etc.
   1. Alcohol may be provided, but must be purchased in advance through the Venue's Master Concessionaire. Contact information is available through the Production Manager.
   2. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage, and the entire backstage area other than the Artist dressing rooms, the area in front of the Artist dressing rooms, the catering area and the area just outside the backstage restrooms/production areas.
      a. Working areas are restricted to working personnel only.

VII. Merchandise

A. Venue sells merchandise at a 75/25 split on non-copyrighted material and 90/10 on copyrighted material.

VIII. Safety and Security

A. Artist and visiting production and Artist guests must adhere to all Venue safety and security procedures.
B. Every person entering the Venue and Venue backstage area must be prepared to be screened (metal detectors) before entering.
C. Every person entering the backstage area must be able to be identified as someone who belongs there.
   1. Every person given access the backstage area identification/credentials verifying access.
D. If required, every person entering any part of the Venue must adhere to health and safety protocols.
E. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
F. California State law will be enforced.

IX. Force Majeure.

A. If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.
   1. In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

X. Agreement

A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, and that the delivery and performance of this Agreement by the Artist has been duly authorized, and that the exploration of the rights of the Pacific Amphitheatre / OC Fair & Event Center as permitted herein shall not violate or infringe upon the rights of any other person.

Lisa Sexton	07/01/2025
Talent Buyer	Date
Artist Representative	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5790-72	$25,000.00
	5220-72	$ 2,000.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWENTY SEVEN THOUSAND DOLLARS ($27,000.00) ($25,000.00 FLAT plus $2,000.00 backline buyout) upon satisfactory completion of services herein required on Sunday, July 20, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 20, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

c.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

d. knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

SOUND, VIDEO AND LIGHTS

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

ARTIST-SPONSORED PUBLIC MEETINGS

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.
The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-228-25GE

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

JUAN MOLINA F/S/O KARAOKE WITH DJ FEST

2. The term of this Agreement is: **07/23/2025** through **07/24/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$600.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Karaoke with DJ Fest," Wednesday, July 23, and Thursday, July 24 at the 2025 OC Fair. See Page 2 for additional details.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9 – 12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

JUAN MOLINA F/S/O KARAOKE WITH DJ FEST

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Juan Molina, Karaoke Host

CONTRACTOR BUSINESS ADDRESS

6612 Saint Clair Ave., North Hollywood, CA 91606
(818) 288-0309 djfest@outlook.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Karaoke with DJ Fest
Name: Juan Molina
Title: Karaoke Host
Phone number: (818) 288-0309

CONTRACTOR AGREES:

1. To provide the "Karaoke with DJ Fest," on the Plaza Pacifica Stage on Wednesday, July 23 and Thursday, July 24 at the 2025 OC Fair.
2. The performances are expected to be high quality, high energy karaoke entertainment and shall consist of three (3) sets at 7:30 p.m.; 8:30 p.m. and 9:30 p.m. Each set will be approximately 45 minutes on with 15 minutes breaks in between. Contractor will arrive no later than 6:30 p.m. for event set up.
3. To provide DJ table, laptop, mixer, video screens for participants, additional lighting, song catalog, microphones and an assistant for each night's performance.
4. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
5. No solicitation of tips or tip jars are allowed.
6. To provide biographical and news release information as necessary.
7. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
8. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
9. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
10. Making or displaying political or controversial statements, slogans, flags or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
11. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
12. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
13. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
14. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

15. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.
16. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS - On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
17. Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

DISTRICT AGREES:

1. To provide the Plaza Pacifica Stage, lights and sound, break space and storage, wi-fi connection and a stage manager on performance date and time.
2. To waive venue merchandise split provided Contractor sells.
3. To provide promotion and advertising as part of the 2025 OC Fair collateral material.
4. To provide all necessary credentials and parking passes at the discretion of the District. Credentials will only be issued to Contractor's staff processed through the Megan's Law screening as detailed in item 13 above.
5. To provide ten (10) complimentary 2025 OC Fair admission tickets for marketing purposes. Admission tickets include free admission to the OC Fair but do not include parking
6. To pay Contractor a total sum not to exceed SIX HUNDRED DOLLARS ($600.00) upon satisfactory completion of work herein required on Thursday, July 24, 2025.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed SIX HUNDRED DOLLARS ($600.00) upon satisfactory completion of work herein required on Thursday, July 24, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, July 24, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such

c. assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

d. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

e. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #23-01-01

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: $5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); $5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. $3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. $3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; $2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R TD A EY F

Signed by: Michele Capps
B46CB1EE42244DE...

AGREEMENT NUMBER
SA-229-25FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
Zequestrian

2. The term of this Agreement is: **08/12/2025** through **08/18/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$0.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide an Educational Horse Exhibit and Display at 2025 OC Fair	Pages 2 -4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10-13
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14-17
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18 - 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 21-25
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Zequestrian

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Sara Zomorodian, Owner

CONTRACTOR BUSINESS ADDRESS
24397 Hilldale Avenue, Laguna Hills, CA 92653
(949) 306-8075; sarazomo@yahoo.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Director of Agriculture
(714) 708-1595

ZEQUESTRIAN
Sara Zomorodian, Owner
(949) 306-8075; sarazomo@yahoo.com

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

GenAI Technology Use & Reporting

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

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

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

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide educational Friesian Horse-related exhibits and displays in the Livestock area from August 13 - August 17 for the 2025 OC Fair.

2. To receive animal welfare materials from the OC Fair Livestock department upon arrival on Tuesday, August 12, 2025. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.

3. To provide ONE (1) to TWO (2) horses on display during 2025 OC Fair public hours.

4. To set up the exhibit on Tuesday, August 12, 2025 at a time to be determined by the District.

5. To staff the exhibit during all hours of operation, including, but not limited to:
    - Wednesdays through Sundays, from 11:00 a.m. - 9:00 p.m.

6. To supply tools, equipment and/or tack necessary to maintain exhibit, including daily cleaning, feeding, providing fresh water and monitoring of animals.

7. To remove the exhibit and all display materials Sunday, August 17, 2025, beginning at 9 p.m. Contractor must receive approval from the District prior to teardown. All material must be removed by Monday, August 18, 2025 by 12 p.m.

8. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.

9. To provide high-quality care for the animals involved for the duration of the contract. State personnel have the right to inspect animals and their accommodations.

10. To provide the District proof of insurance.

11. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

12. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

DISTRICT AGREES:

1. To provide exhibit space in the Livestock area to be determined by the district with access to electricity and water.

2. To provide bedding (straw and/or shavings) for animals on display.

3. To provide necessary admission credentials and parking passes to Contractor.

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-End Exhibit B-

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 2/2025

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. 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.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods,
or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. 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

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

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.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract

performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: 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 (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. 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.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
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.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 4

(Revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

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

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT E – INSURANCE REQUIREMENTS

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

OR

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

OR

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

II. General Provisions

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

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT E – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)

OC Fair & Event Center

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

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

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

Docusign Envelope ID: C1017E4A-09C6-4567-873A-77B496592CD4

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R TD A EY F Initial

AGREEMENT NUMBER
SA-230-25FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
Walk Intuit Inc.

2. The term of this Agreement is: **08/12/2025** through **08/18/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$0.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide an Educational Horse Exhibit and Display at 2025 OC Fair	Pages 2 -4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10-13
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14-17
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18 - 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 21-25
Exhibit I – Addendum(s) and RFI(s) (If applicable)	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Walk Intuit Inc.

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Jennifer Schilling, Director

CONTRACTOR BUSINESS ADDRESS
27128a Paseo Espada #1522, San Juan Capistrano, CA 92675
(323) 806-6675; jenniferschilling@walkintuit.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Director of Agriculture
(714) 708-1595

WALK INTUIT INC.
Jennifer Schilling, Director
(323) 806-6675; jenniferschilling@walkintuit.com

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

GenAI Technology Use & Reporting

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

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

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

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide educational Friesian Horse-related exhibits and displays in the Livestock area from August 13 - August 17 for the 2025 OC Fair.

2. To receive animal welfare materials from the OC Fair Livestock department upon arrival on Tuesday, August 12, 2025. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.

3. To provide ONE (1) to TWO (2) horses on display during 2025 OC Fair public hours.

4. To set up the exhibit on Tuesday, August 12, 2025 at a time to be determined by the District.

5. To staff the exhibit during all hours of operation, including, but not limited to:
    - Wednesdays through Sundays, from 11:00 a.m. - 9:00 p.m.

6. To supply tools, equipment and/or tack necessary to maintain exhibit, including daily cleaning, feeding, providing fresh water and monitoring of animals.

7. To remove the exhibit and all display materials Sunday, August 17, 2025, beginning at 9 p.m. Contractor must receive approval from the District prior to teardown. All material must be removed by Monday, August 18, 2025 by 12 p.m.

8. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.

9. To provide high-quality care for the animals involved for the duration of the contract. State personnel have the right to inspect animals and their accommodations.

10. To provide the District proof of insurance.

11. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

12. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

DISTRICT AGREES:

1. To provide exhibit space in the Livestock area to be determined by the district with access to electricity and water.

2. To provide bedding (straw and/or shavings) for animals on display.

3. To provide necessary admission credentials and parking passes to Contractor.

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-End Exhibit B-

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 2/2025

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. 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.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods,
or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. 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.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of

law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: 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 (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. 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.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
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.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT E – INSURANCE REQUIREMENTS

(Revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

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

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT E – INSURANCE REQUIREMENTS

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

OR

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

OR

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

II. General Provisions

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

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT E – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)

OC Fair & Event Center

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End Exhibit G-

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

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

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

Docusign Envelope ID: 16B7CB24-D51C-4586-B391-4A8F4A3806B6

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 3/19)

R ____ A ____ F ____

AGREEMENT NUMBER
SA-231-25SP **A-**

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
Davis Elen Advertising on Behalf of Smart & Final

2. The term of this Agreement is: **July 18, 2025 through August 17, 2025**

3. The amount of this Sponsorship Agreement **$12,500.00**

Payment Terms**:**

☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to: "OC Fair & Event Center"

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(4/17) – If not attached, view at *https://www.dgs.ca.gov/OLS/Resources*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
Davis Elen Advertising on Behalf of Smart & Final

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Drew Olkowski, VP Media Director

ADDRESS
865 S. Figueroa St., Los Angeles, CA 90017

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association/OC Fair & Event Center

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Capps, Chief Business Development Officer

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

☐ CONTRACTS MANAGER ☐

California State Use Only

☑ Exempt: Sponsorship

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF STATE ACCOUNTING OFFICER

✍ Date

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Marie Torres, Marketing & Sponsorship Associate
(714) 708-1541

Davis Elen Advertising on Behalf of Smart & Final
Drew Olkowski, VP Media Director
Email: Andrewolkowski@daviselen.com

Force Majeure

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

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

GenAI Technology Use & Reporting

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

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

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

SPONSOR AGREES:

1. To be Presenting Sponsor of the Action Sports Arena for the 2025 OC Fair from July 18, 2025 – August 17, 2025
2. To provide CASH in the sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS ($12,500) due upon execution of this agreement. Payment in full must be received no later than July 17, 2025.
    a. Payments shall be remitted to the following address:

OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626

3. To gain pre-approval from the Association for use of OC Fair and OC Fair & Event Center marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the Association prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To provide a minimum of seven (7) 4'x6' Smart & Final banners to be placed on Action Sports Arena grounds.
6. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the Association prior to, during or following the 2025 OC Fair.

ASSOCIATION AGREES:

1. Sponsor of the Action Sports Arena during the entire run of the 2025 OC Fair (July 18th – August 17th, 2025)
2. Smart & Final logo inclusion on the OC Fair Action Sports Arena Website Page (with link to Sponsor website)
3. Seven (7) 4'x6' Smart & Final banners in Action Sports Arena during the entire run of the 2025 OC Fair (banners to be produced and dropped off by sponsor)
    a. (please see spot marked on map below)
4. To produce dedicated Sponsor signage to be displayed at the main entrance gate of the Action Sports Arena for the duration of the 2025 OC Fair (signage to be produced/installed by the District).
    a. (please see spot marked below)
5. 30 recorded voice spots to be played prior to all shows in ASA.

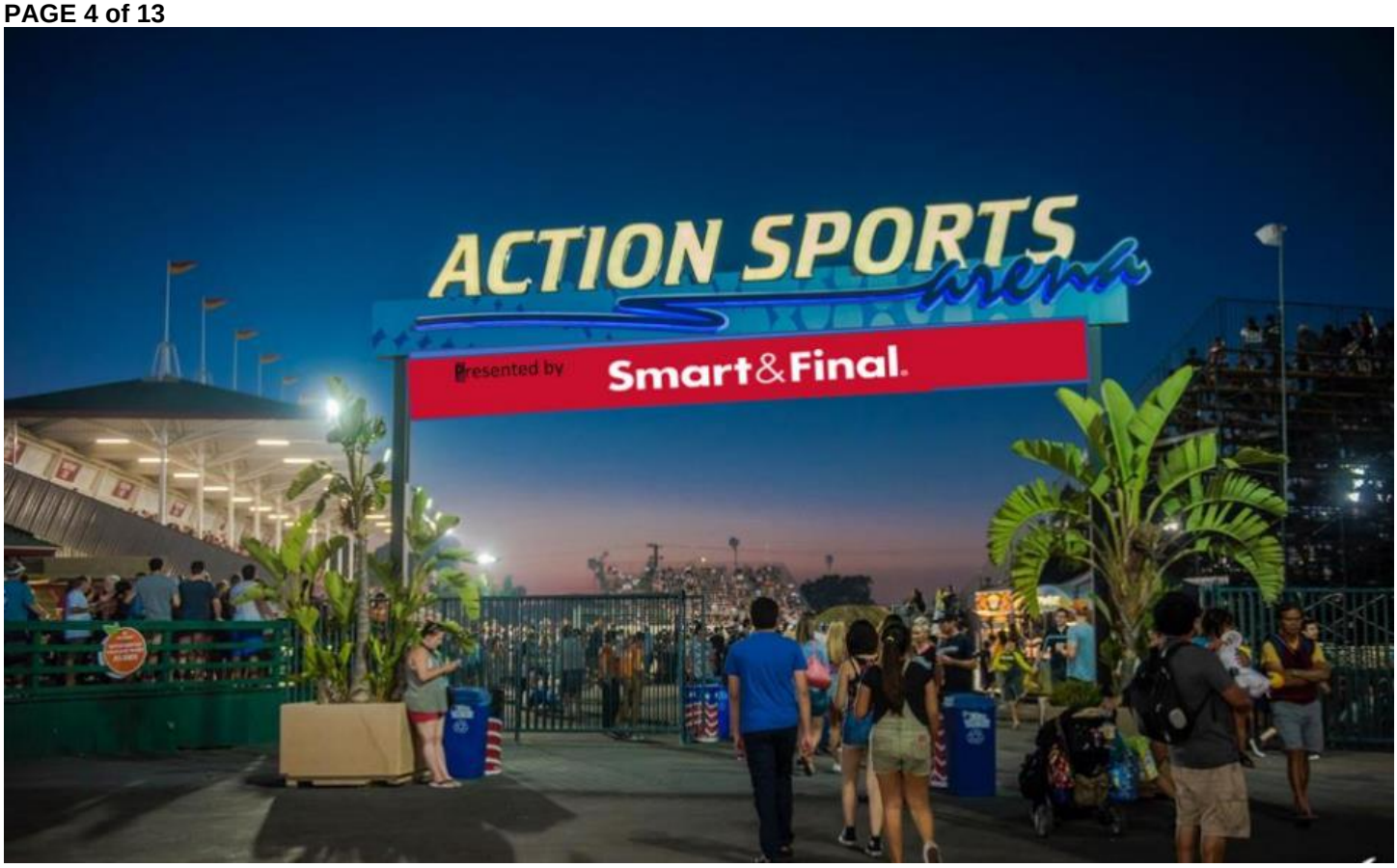
ACTION SPORTS
arena
Presented by
Smart&Final.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. Title of Event. The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. Participants' Names. Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. Right to Remove Name. Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. Delivery and Service. At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. Sponsor Insurance. During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. Risk of Loss. State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. Sponsor's Trademarks. Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. Sponsor's Authorization of State. State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. State's Submission for Approval. State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. Uses for Benefit of Sponsor. The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. State's Trademarks. State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. State's Authorization of Sponsor. Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. Sponsor's Submission for Approval. Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. Benefit of State. The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. Merchandise. State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. Ambush Prevention-State's Action. State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. Owner Warranties. State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. Sponsor Warranties. Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. Effect of Cancellation on Sponsor. In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. No Joint Venture of Partnership. This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – INSURANCE REQUIREMENTS
(Revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events:

EXHIBIT C – INSURANCE REQUIREMENTS

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

EXHIBIT C – INSURANCE REQUIREMENTS

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

OR

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

OR

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

II. General Provisions

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

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

EXHIBIT C – INSURANCE REQUIREMENTS

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.

L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

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

R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

V. 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.

W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-232-25GE

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

ATOMIC BALLROOM

2. The term of this Agreement is: **07/18/2025** through **08/15/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$1,500.00 (See Exhibit B for payment details)**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide Swing dance lessons Friday, July 18, July 25, August 1, August 8 and August 15 at the 2025 OC Fair. See Page 2 for additional details.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9 – 12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

ATOMIC BALLROOM

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Nicole Marvin, Co-Owner

CONTRACTOR BUSINESS ADDRESS

17961 Sky Park Circle, Suite C, Irvine, CA 92614
(949) 378-0398 nikki@atomicballroom.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Atomic Ballroom
Name: Nicole Marvin
Title: Co-Owner
Phone number: (949) 378-0398

CONTRACTOR AGREES:

1. To provide the group "Atomic Ballroom," on the Plaza Pacifica Stage on Friday, July 18, July 25, August 1, August 8 and August 15 at the 2025 OC Fair.
2. To provide swing dance lessons for fairgoers as part of the Fair After Dark program.
3. To provide one thirty (30) minute lesson at 8:00 p.m. and two additional fifteen (15) minute lessons at approximately 9:15 p.m. and 10:15 p.m. between band sets.
4. No solicitation of tips or tip jars are allowed.
5. To provide biographical and news release information as necessary.
6. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
7. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
8. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
9. Making or displaying political or controversial statements, slogans, flags or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
10. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
11. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
12. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
13. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
14. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

EXHIBIT A – SCOPE OF WORK (CONT.)

15. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS - On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
16. Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

DISTRICT AGREES:

1. To provide the Plaza Pacifica Stage, lights and sound on performance date and time.
2. To provide promotion and advertising as part of the 2025 OC Fair collateral material.
3. To provide forty (40) complimentary 2025 OC Fair admission tickets for marketing purposes. Admission tickets include free admission to the OC Fair but do not include parking.
4. To provide all necessary credentials and parking passes at the discretion of the District. Credentials will only be issued to Contractor's staff processed through the Megan's Law screening as detailed in item 12 above.
5. To pay Contractor a total sum not to exceed ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) upon satisfactory completion of services herein required. Payment schedule is as follows:
   A. NINE HUNDRED DOLLARS ($900.00) for services completed through Friday, August 1, 2025. Payment shall be made on Friday, August 1, 2025.
   B. SIX HUNDRED DOLLARS ($600.00) for services completed on Friday, August 8 and Friday, August 15, 2025. Payment shall be made on Friday, August 15, 2025.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) upon satisfactory completion of services herein required. Payment schedule is as follows:

A. NINE HUNDRED DOLLARS ($900.00) for services completed through Friday, August 1, 2025. Payment shall be made on Friday, August 1, 2025.
B. SIX HUNDRED DOLLARS ($600.00) for services completed on Friday, August 8 and Friday, August 15, 2025. Payment shall be made on Friday, August 15, 2025.

.
Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, August 1, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #23-01-01

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: $5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); $5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. $3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. $3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; $2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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

III. Participant Waivers

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

-End Exhibit E-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-233-25GE

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

JOSE GONZALEZ F/S/O PEPE GONZALEZ

2. The term of this Agreement is: **07/27/2025** through **08/17/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$1,050.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide Salsa and Latin dance lessons Sunday, July 27, August 10 and August 17 at the 2025 OC Fair. See Page 2 for additional details.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9 – 12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

JOSE GONZALEZ F/S/O PEPE GONZALEZ

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Jose Gonzalez

CONTRACTOR BUSINESS ADDRESS

9470 Sabre Lane, Westminster, CA 92683
(949) 533-3076 pepe2dance@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Pepe Gonzalez
Name: Jose Gonzalez
Title: Dance Instructor
Phone number: (949) 533-3076

CONTRACTOR AGREES:

1. To provide the performer "Pepe Gonzalez," on the Plaza Pacifica Stage on Sunday, July 27, August 10 and August 17 at the 2025 OC Fair.
2. To provide Salsa and Latin dance lessons for fairgoers.
3. To provide one thirty (30) minute lesson at 7:00 p.m. and two additional fifteen (15) minute lessons at approximately 8:15 p.m. and 9:15 p.m. between band sets.
4. No solicitation of tips or tip jars are allowed.
5. To provide biographical and news release information as necessary.
6. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
7. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
8. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
9. Making or displaying political or controversial statements, slogans, flags or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
10. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
11. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
12. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
13. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
14. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

EXHIBIT A – SCOPE OF WORK (CONT.)

15. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS - On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
16. Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

DISTRICT AGREES:

1. To provide the Plaza Pacifica Stage, lights and sound on performance date and time.
2. To provide promotion and advertising as part of the 2025 OC Fair collateral material.
3. To provide all necessary credentials and parking passes at the discretion of the District. Credentials will only be issued to Contractor's staff processed through the Megan's Law screening as detailed in item 12 above.
4. To pay Contractor a total sum not to exceed ONE THOUSAND FIFTY DOLLARS ($1,050.00) upon satisfactory completion of work herein required on Sunday, August 17, 2025.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed ONE THOUSAND FIFTY DOLLARS ($1,050.00) upon satisfactory completion of work herein required on Sunday, August 17, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 17, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #23-01-01

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: $5,000,000 per occurrence for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); $5,000,000 per occurrence for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. $3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. $3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; $2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-234-25PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

JOSEPH DAVIS

2. The term of this Agreement is: **08/01/2025** through **08/01/2025** **FED ID:**

3. The maximum amount of this Agreement is: **$1,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide Joey Davis opening for Oliver Anthony at Pacific Amphitheatre on Friday, August 1, 2025. See Page 2 for additional details.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9 – 12
Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19 – 23

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

JOSEPH DAVIS

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Bryan Vastano, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

United Talent Agency
225 Polk Avenue, Suite 130, Nashville, TN 37203
(615) 564-2580 bryan.vastano@unitedtalent.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

Performance

1. To provide the performance group "Joey Davis" in support of Oliver Anthony on Friday, August 1, 2025.
2. To perform one (1) 30-minute set on Pacific Amphitheatre stage beginning at approximately 7:30 p.m.

Radius

1. The Pacific Amphitheatre has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 150 days prior to the performance date.

Operations / Production

1. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc.
2. Artist may bring in supplementary production elements, such as monitor systems, front-of-house console, lighting console, etc., at their own expense.
3. Any labor to strike or restore changes or additions to the existing production in the Pacific Amphitheatre will be at the sole expense of the Contractor.

Ticketing

1. Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins.
2. If the venue fulfills and distributes fan club tickets through venue will call, there will be a $2.50 per ticket charge.
3. Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale.
4. Artist or Artist representative must request a desire to hold tickets prior to pre-sale or public sale, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released without notification for public sale.
5. Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders.
6. Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider.
7. Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as, but not limited to, Groupon, Living Social, Goldstar, etc.
8. Venue may, at its discretion, offer group discounts of up to 20%.

EXHIBIT A – SCOPE OF WORK (CONT.)

Other

1. The District does not provide any alcoholic beverages and/or tobacco products to Contractor as part of this agreement. The Pacific Amphitheatre is a tobacco-free venue and its use therein is strictly forbidden.

2. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

3. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS ($1,000.00) upon satisfactory completion of work herein required on Friday, August 1, 2025.

Operations / Production

1. To provide the Pacific Amphitheatre stage, lights and sound. Backline is not included.
2. To provide box office, ticket takers, security, usher staff and concessions.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2025 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS ($1,000.00) upon satisfactory completion of work herein required on Friday, August 1, 2025.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, August 1, 2025, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025

1. **APPROVAL:**
This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **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.

4. **AUDIT:**
Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**
Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:**
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. 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.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   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.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair on the Artist website only if agreed to by the Artist. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 75%/25% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employee or representatives.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, 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, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled 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 any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

COVID PROCEDURES

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

Distribution: OCFEC Staff and Contractors

Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.

Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.

Procedure 0002

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.

Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.

Procedure 0003

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access.* There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Pacific Amphitheatre public meet & greets.

Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.

Procedure 0004

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.

Procedure 0005

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

Procedure: Access to the Pacific Amphitheatre backstage via interior access points.

Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.

Procedure 0006

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.

Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.

Procedure 0007

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors

-End Exhibit G-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-235-25FTYR

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION dba OC FAIR & EVENT CENTER

CONTRACTOR NAME
OVATIONS FANFARE L.P, DBA: OVG HOSPITALITY

2. The term of this Agreement is: **10/1/2025** through **09/30/2030** **FED ID: 23-3084474**
With one (1) five-year option

3. The specified amount of this Agreement is: Revenue Contract
Sales category-based commission percentages as stated on page 14 of this Agreement, plus Capital Improvement investment of $9,500,000 in Years 1-5 as detailed in Exhibit J on pages 53-58, with 5-year option detailed on pages 59-64

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A* – Scope of Work – To provide Master food & Beverage Concessionaire Services at the OC Fair. See Page 2 for additional Scope of Work.	Pages 2-26
Exhibit B* – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 27
Exhibit C* – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 28-31
Exhibit D* – Special Terms and Conditions – CCC 04/2017 (Attached hereto as part of this agreement)	Pages 32-35
Exhibit E* – Insurance Requirements (Attached hereto as part of this agreement)	Pages 36-38
Exhibit F* – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 39-41
Exhibit G* – OCFEC Procedures (Attached hereto as part of this agreement)	Page 42
Exhibit H* – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 43-47
Exhibit I* – RFI #1	Pages 48-52
Exhibit J* – Financial Proposal/Terms	Pages 53-64

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Ovations Fanfare L.P, DBA: OVG Hospitality

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Brian Rothenberg, EVP & General Counsel

CONTRACTOR BUSINESS ADDRESS
5050 S. Syracuse St. 8th FL
Denver, CO 80237

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION dba OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32nd DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Howard Sandler, Events Director
Phone: (714) 708-1523

OVG Hospitality
Tom McDonnell
Vice President, Client Relations
Email: Tom.McDonnell@oakviewgroup.com

The District's Request For Proposal (RFP) for the Master Food & Beverage Concessionaire Services, released July 1, 2025, is on file in the office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.

The Contractor's bid proposal (except Contractor's Request for Consideration) for the Master Food & Beverage Concessionaire Services, dated September 3, 2025, is on file in the office of the 32nd District Agricultural Association and is incorporated herein by reference and made part of this agreement.

Executive Order N-6-22 – Russia Sanctions

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

Covid 19 Infection Mitigation Protocol & Procedure Guidelines

Contractor agrees to abide by COVID related health directives, if any, in place during the contract period.

GenAI Technology Use & Reporting

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

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

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

SCOPE OF SERVICES

A. Scope of Agreement

This Agreement is for exclusive right to provide food and non-alcoholic beverages, beer, bar operations, catering and any District approved subcontractor's (collectively, the "Food Services") Foodservice for all Year-Round Events at the District's Facilities. In addition, during the annual OC Fair and any other District-Produced Events, this Agreement is for the exclusive right to provide Foodservice at the following venues only: the Baja Bar & Grill, the Hangar, Action Sports Arena, Pacific Amphitheatre, Costa Mesa Building (at the "California Grill"), two permanent concession stands located inside the Main Mall and portable food & beverage locations as determined by the District in its sole and exclusive discretion. **Specifically excluded from this Agreement are:**

1. **Wine sold by the Orange County Wine Society;**
2. **Certified Farmer's Market;**

Participation requirements for all District-Produced Events will be mutually agreed upon.

B. Terms of Agreement

This agreement commences on the Contract Commencement Date and expires on September 30, 2030, with the potential option for a five (5) year renewal.

C. Facilities Description

As of the date hereof, the District's Facilities consist of 150 acres located in Costa Mesa, Orange County, California, and includes the following buildings, improvements, and other facilities:

- Pacific Amphitheatre (8,200 capacity) with four permanent concessions stands and backstage kitchen facility.
- Centennial Farm (3 acres)/Silo Building and Millennium Barn (4,413 sq ft).
- Costa Mesa Building, including one concession stand with indoor and outdoor service (approximately 36,000 square feet).
- Santa Ana Pavilion (approximately 16,000 square feet).
- Huntington Beach Building, including two concessions stands with outdoor service (approximately 22,000 square feet).
- Los Alamitos Building (approximately 18,000 square feet).
- OC Promenade (approximately 20,000 square feet).
- Anaheim Building (approximately 15,000 square feet).
- Baja Bar & Grill with small kitchen (approximately 12,000 square feet)
- The Hangar (approximately 25,000 square feet).
- Action Sports Arena with one permanent concession stands.
- The Corporation Yard (approximately 15,000 square feet), 11,000 square feet of which is designated for the commissary/commercial kitchen/storage facility.
- Foodservice Office.
- The Ranch Community Center.
- Livestock Show area.
- Heroes Hall.
- Administration Building (30,000 sq ft).
- On Site Parking.

1. The location of all Foodservice areas to be used by Contractor in the performance of its obligations under this Agreement, whether temporary, portable or permanent shall

be designated by the District in its sole discretion. The Contractor shall acquire no right to any location once assigned and the District reserves the exclusive right to require the Contractor to move its operations and equipment to facilitate the needs of events scheduled on the District's Facilities, so long as this requirement is not unreasonable.

2. The District has adopted a Master Site Plan for the fairground's property and its Facilities (the "Master Site Plan") which will be implemented, in whole or in part, during the term of this Agreement and any extended term[s] at the District's sole election. The District shall be under no obligation to implement the Master Site Plan. Implementation of the Master Site Plan may require Contractor to relocate all or part of its business, equipment, fixtures, improvements, smallwares and/or operations to a reasonably available space at the District's Facilities. The selection of any site on the District's premises for relocation, if required, is in the sole and exclusive discretion of the District. All costs arising out of, or in any way related to any relocation required under this subparagraph will be at the sole expense of the Contractor.

3. During the term of this Agreement, new and/or expanded structures, buildings, and/or venues may be constructed on the District's property. These new and/or expanded structures, buildings, and/or venues will become subject to the jurisdiction of this Agreement only upon the election of the District, which will be exercised in the District's sole and exclusive discretion.

4. During the term of this Agreement, in the event the District's Facilities become unusable due to construction, damage, or any other reason, the District shall have no obligation to Contractor for the time during which such Facilities are unusable. Contractor may terminate this Agreement should the entire facility become unusable in excess of 120 days and Contractor and District mutually agree that the Contractor's operations are materially impacted.

D. Use of Premises

1. Contractor shall not permit the subject premises to be used in whole or part during the term of this Agreement for any purpose other than as herein set forth without the prior written approval of the District, which approval shall not be unreasonably withheld. Should such approval be granted, the District reserves the right to assess Contractor a fee for such use. Approval by the District shall also be required for off grounds use of equipment such mobile food concession trailers for which the District may choose to assess fees (based on size of event, location and personnel required) for such off grounds use.

2. The right to sell food and beverages shall not preclude an agricultural or dairy entity or its representative, as the District's Permittee, from promoting, selling or giving away agricultural or dairy products during the OC Fair; nor shall such right prevent consumer taste-testing of products under the OC Fair Consumer Reaction Program; nor shall such right prevent any commercial exhibitor from taste-testing their product; nor shall such right prevent the District from operating demonstration kitchens and taste-testing items prepared in these kitchens.

3. Location of all concession stands, whether temporary or permanent, and location of storage and office space required by the Contractor shall be at the District's sole approval, and may be located and relocated when required.

4. Contractor hereby expressly agrees that unless the conditions stipulated in Agreement

are complied with, Contractor has no right to use, occupancy or enjoyment of the premises, notwithstanding any other contractual provisions of the Agreement or contractual obligations with any other person, business or entity.

5. Contractor shall accept the premises in their existing condition. The District is under no obligation make repairs to or on the premises before or during the term of this Agreement. No warranties, express or implied, as to the existing condition of the premises have been made to the Contractor.
6. Contractor shall maintain the grounds, facilities and equipment to which Contractor, Contractor's employees, agents, licensees, or any member of the public has access by reason of the Agreement in condition required under Agreement and Contractor agrees to return the equipment in the same condition as it was before the use of the same was permitted thereunder, ordinary wear and tear, damage by the elements, Acts of God, or casualties beyond the control of Contractor excepted as to both promises.
7. Contractor shall not make any alteration or improvement, or otherwise permanently affix any personal property, to the lands or improvements of the District without a specific written authorization by the District for that purpose.
8. Contractor agrees to cooperate with Fire Marshal in providing all requested information and in complying with all direction regarding layouts, fire extinguishers, and any other concerns of Fire Marshal.
9. Contractor agrees to cooperate with the OC Health Care Agency in providing all requested information and complying with all pertinent regulations. This cooperation is implied with District's Food Safety Department.
10. Contractor shall utilize the premises in an orderly manner and in compliance with all present and future applicable federal, state, and local statutes, ordinances, rules and regulations, including the proper possession of any applicable licenses or permits.
11. The District reserves the right to enter the Contractor's premises to inspect, investigate and survey the premises as deemed necessary by the District and the right to do any work of any nature in any location at the District on the OC Fair & Event Center property necessary for its preservation, maintenance, and operation. Contractor shall use the premises in such a manner so as not to cause interference to the District.
12. The route of access to the premises may be designated and redesignated by the District at any time.
13. Contractor shall agree that the premises and any improvements upon the premises shall at all times remain free and clear from all mechanics liens and free from any and all claims liable to ripen into mechanical liens.
14. This Agreement shall not convey, demise, or let any interest of the District or the State in any real property, and the occupancy of such premises by Contractor or the acceptance of rent by the District during the term of, or during any holdover under the Agreement, shall not confer on Contractor any title, interest, or right in real property against the District
15. Contractor will be prepared to make semiannual and/or annual reports to the District, detailing inventory, building usage and condition of the premises, at times agreed

upon by both parties.

E. Personnel

1. Contractor will employ all necessary personnel to fulfill its obligations under this Agreement.

2. All Foodservice employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

3. The District requires Contractor's employees to have in their possession badges, identification cards, or credentials while Contractor's employees are on the District's premises. Contractor will keep accurate records of the names, addresses and other legal identification of its employees who are issued badges, identification cards, or credentials.

4. All of Contractor's employees, agents, servants, volunteers, independent Contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" (Exhibit F) as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. A full, true, and correct copy of the current Megan's Law policy is attached as Exhibit F. Contractor will be solely responsible for all costs and expenses incurred under this subparagraph E (4).

5. Contractor's full time management staff will consist of an On-Site General Manager, Assistant General Manager, Executive Chef, Operations Manager, Concessions Manager, Controller / Office Manager, Catering Sales Manager and a Commissary / Maintenance Manager or the equivalents (collectively, "On-Site Management"). Contractor will maintain a full-time office at the District's Facilities (currently near the Action Sports Arena).

6. Contractor's On-Site Management is subject to approval of the District during the entire Term of this Agreement. Contractor's On-Site Management will have no responsibilities at other venues without the District's prior written consent. The District has the right, in accordance with applicable law, to require replacement of On-Site Management or any member of On-Site Management. If the District requests a replacement for the On-Site Management or any of the staff, Contractor will have five (5) days to provide a temporary replacement, subject to District approval, and fifteen (15) days to provide the District with at least three (3) resumes of candidates proposed by Contractor for a permanent replacement.

7. In the event that Contractor, or its On-Site Management Team, serving as the Contractor for the District, ceases to devote substantially all of their business time and attention to the Contractor's assigned duties and responsibilities for any reason, including death, disability, resignation, systemic organizational disorder, mismanagement, or internal disruption, including termination, the District's Contract Representative shall notify the Executive Management Team and the Board of

Directors promptly. Upon such an event, this Agreement shall be suspended, investments halted, or a meeting shall be convened within five (5) business days to determine next steps. The continuation of this Agreement beyond such an event shall be subject to the District's written approval.

8. Contractor's proposed Regional and Area Management throughout the term of the Agreement, is subject to District approval. The District has the right, in accordance with applicable law, to require replacement of Regional and/or Area Management. If the District requests a replacement of Regional or Area Management, Contractor will have five (5) days to provide a temporary replacement, subject to District approval, and fifteen (15) days to provide the District with at least three (3) resumes of candidates proposed by Contractor for a permanent replacement.

9. Contractor will conduct regular training sessions on a year-round basis for all employees and personnel. All training sessions are subject to District approval. Contractor's training will include classes on customer service, diversity and harassment training, cash handling and inventory control, and alcohol awareness. Contractor will also provide all required skills training to each employee necessary for the position to be filled by each employee including food preparation, quality control, restaurant and VIP service training, food safety, equipment safety, sanitation, banquet service, buffet set-up, food merchandising and Alcohol Compliance "Smart Serve." Contractor will provide District annually with a schedule of proposed training sessions for the year and an attendance summary for training performed during that same time.

10. Contractor's training should incorporate District's service, quality control & food safety programs, equipment safety, systems and management policies.

11. Contractor's employees shall be at all times neatly and cleanly uniformed in District-approved uniforms and must meet reasonable prescribed grooming guidelines and appearance standards.

12. In the event non-profit or club group personnel are utilized as staff, Contractor will have at least one experienced regular employee on Contractor's payroll in a supervisory position for quality control purposes, including customer service and product.

13. The District will provide free parking for Contractor's employees in a location to be designated by the District in its sole discretion.

14. If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, fails to meet the District's safety and customer service standards, or is not legally authorized to work in the United States, the District may notify Contractor in writing. Contractor will promptly correct the behavior, performance, or condition giving rise to the notification under this Paragraph E (14) to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification under this Paragraph E (14), District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. Nothing contained in this Paragraph E

(14) shall obligate the District to monitor the behavior of Contractor's employees.

F. Equal Opportunity

1. On or before the commencement of the term of this Agreement, Contractor will submit to the District a written policy statement, executed by Contractor's Chief Executive Officer, informing all of Contractor's employees, job applicants, service recipients, and applicants for services of the Contractor's commitment to ensuring equal employment opportunity, including Contractor's Corporate Equal Opportunity and Affirmative Action, and Non-discrimination Policy Statements.

2. During the performance of this Agreement, Contractor and its permitted subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

G. Quality of Services and Products

1. Contractor will take all such actions as are reasonably necessary to conduct its operations in a first-class, professional, businesslike and efficient manner consistent with a premier, professional fair and/or amphitheater.

2. All suppliers, portions and brands used by Contractor in fulfillment of its obligations under this Agreement are subject to the District's prior written consent. Contractor is prohibited from entering into any "exclusive" agreement with any supplier or sponsors without the prior written approval of the District, which shall not be unreasonably withheld. Any consent provided by the District under this Paragraph G (2) shall not constitute an endorsement of a supplier or brand. Rather, Contractor shall be responsible for investigating all suppliers and brands it selects.

3. Annually, at a mutually agreed upon date and month, Contractor will review menus and pricing with the District and obtain approval for any proposed changes (i.e. pricing, portion size, brand of each item, etc.). No less frequently than annually, Contractor will give the District a survey of prices, portion sizes and brands offered at other comparable venues in Southern California.

4. Following District approval of its menus, Contractor must provide to the District printed Catering and Restaurant menus utilizing the District's logos, in sufficient quantities for use by District's and the Contractor's marketing staffs. The Contractor

is not granted any right, title, or interest in and to any of the District's logos, and is granted a limited non-exclusive revocable license to use the logo solely in the manner provided for in Paragraphs G (4) and G (5) and for no other purpose. The District may revoke the license to use the logo from time to time and at any time in its sole and exclusive discretion. However, if Contractor has menus in its possession utilizing the District's logos, the Contractor may continue to use those existing menus in the performance of its obligations under this Agreement until those existing menus are updated, consumed or until the termination of this Agreement, whichever is earlier. Upon termination of this agreement, Contractor will immediately cease any further use of the logo and return all items and materials bearing or using the logo to the District's representatives at Contractor's sole cost and expense.

5. Contractor will use the District's logo on District-approved logo cups, napkins and other printed material as reasonably required by the District. The District will provide the artwork and guidelines for how it is to be used on the printed material. The Contractor's logo may be incorporated into the artwork if mutually agreed upon by the District and Contractor. The District retains the right to require the removal of Contractor's logo at its sole discretion. The quantity of logo cups, napkins and other printed material will be approved by the District prior to the Contractor placing any orders for logo supplies. The Contractor is not granted any right, title, or interest in and to any of the District's logos, and is granted a limited non-exclusive revocable license to use the logo solely in the manner provided for in Paragraphs G (4) and G (5) and for no other purpose. The District may revoke the license to use the logo from time to time and at any time in its sole and exclusive discretion. However, if Contractor has logos, cups, napkins or other printed material in its possession utilizing the District's logos, the Contractor may continue to use those existing items in the performance of its obligations under this Agreement until those existing logos, cups, napkins, or other printed material are consumed or until the termination of this Agreement, which is earlier. Upon termination of this agreement, all serviceware bearing or using solely the District's logo will be provided to the District's representatives at Contractor's actual cost. The actual cost of any co-branded inventory shall be split equally between Contractor and the District.

6. Contractor will set up rooms with sufficient tables and chairs (provided by District) for all catered events and functions. Contractor will provide and set linen, skirting and place settings on a timely basis, and remove those items immediately following each catered event or function.

7. Contractor will set up food service Equipment and smallwares for all food scheduled service events. Contractor will be responsible for setting up and tearing down all portable equipment and decor including any work tables, if any, supplied by the District.

8. Based on a mutually agreed upon date and time, be it weekly or monthly, and as needed, the District will provide Contractor with a schedule of all contracted events and identify which will require Foodservice and/or Beverage service.

9. Contractor, when requested, will submit a written operations plan in a format mutually agreed to between Contractor and the District for each event requiring Foodservice during this Agreement and shall include the list of desired subcontractors to be utilized, planned menus and pricing, load-in and load-out plans, etc. Each written operations plan must be submitted to the District for its review and approval at least

15 days prior to the start of the event or as mutually agreed to by the District and Contractor. The District will attempt to notify Contractor no less than 60 days prior to the start of any event subject to this Paragraph G (9); provided, however, that if less than 60 days' notice is given by the District to Contractor of an event subject to this Paragraph G (9), Contractor will submit its written operations plan within a reasonable time.

10. Large and/or complex events, to be determined by the District in its sole and exclusive discretion, will require the submission of the written plan described in Paragraph G (9) to the District 120 days prior to the start of the event.

11. The District will decide any and all questions which may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, and manner of performance, the interpretation of the terms and conditions of this Agreement, and the acceptable fulfillment of the Agreement.

12. All food, beverages, confectionery, and refreshments, sold or kept for sale, must be of first quality, wholesome, and pure and conforming in all respects to all applicable federal, state, and municipal food and other laws, ordinances, and regulations. No imitation, adulterated, or misbranded article may be sold or kept for sale. All food and beverage products will be stored, handled, served, and discarded in a sanitary manner. All items intended for consumption shall be discarded immediately upon any best by/expiration date and may not be served and/or sold under any condition. All products kept for sale are subject to inspection and approval by the District. All products deemed by the District, in its sole discretion, to be unfit for sale and/or consumption will be immediately removed from the District's Facilities and may not be returned for sale.

13. All products kept for sale are subject to inspection and approval by the District. All products deemed by the District, in its sole discretion, to be unfit for sale and/or consumption will be immediately removed from the District’s Facilities and may not be returned for sale.

14. Contractor will employ the use of branded products when requested by the District, so long as these products meet with Contractor's pricing and quality standards. All food or beverage sold, or kept for sale, shall be of high quality, with options for special dietary needs including vegetarian, gluten free and vegan; and shall conform in all respects to Federal, State, County, and City laws, ordinances and regulations.

15. All catering sales, including catered alcoholic beverages, for formal and semi-formal events will use permanent, non-disposable smallwares, dishes, silverware, glassware and place settings unless the use of disposable items is requested/approved by the customer. When possible, all effort will be made to use environmentally responsible disposable items.

16. The Contractor will continuously staff and maintain the section of the receiving area where food and beverages are delivered. Contractor will be responsible for the return of all pallets, storage containers, grease barrels, beer kegs, linens and other equipment provided by suppliers and used, directly or indirectly, in the conduct of operating the food service.

17. All disposable products, including, but not limited to, drinking glasses and cups,

containers, plates, utensils, napkins, bags, and wrapping must be recyclable to the extent possible.

18. Contractor will properly maintain District-approved Equipment and Leasehold Improvements to the District's satisfaction and sufficient levels of product, supplies, employee uniforms and smallwares.

H. Standards of Quality, Value and Service

1. The District shall approve all menus, portion sizes, and prices for each restaurant, concession stand, bar or catering. Any request for changes in prices, menus, or portion must be submitted in writing. The request must set the proposed changes, including cost comparisons and like sizes to competing venues in the market. Additionally, the request should include the reasons for the change.

2. The quality of all items sold by Contractor shall be of high quality and subject to the reasonable approval of the District. If the District finds it necessary to improve the quality or discontinue the sale of any item or items, Contractor will receive written notification and Contractor will have an opportunity to meet and confer, but final decision rests with the District.

3. Contractor must provide an on-site manager with the authority to make decisions necessary to address any matters pertaining to proper operations under this Agreement.

4. Contractor shall post rates and prices for all goods and services in such places as may be designated by the District.

5. Contractor is fully responsible for ensuring that all Contractor’s employees shall be clean in appearance, courteous, and fully trained to provide a level of service deemed acceptable by the District. If the opinion of the District is such that an employee fails to meet reasonable standards, Contractor will be notified and employee will made to meet standards or discontinue employment.

6. A qualified and responsible supervisory person shall be at each facility or function at all operational periods and meetings, as requested, during the term of this Agreement.

7. All employees must comply with all federal, state, and local health and safety regulations.

8. All employees must be easily identifiable by the use of employee identification badges, uniforms, or a combination of these items. All uniforms must be neat in appearance and meet standards acceptable for a family entertainment facility. All uniforms are subject to District’s approval.

9. Contractor will be responsible to provide a level of service to the patron which the District deems commensurate with other similar establishments. In the case of the Baja Bar and Grill, service should be on a level with quality dining and bar establishments in similar situations.

10. All containers, menu boards, signs, etc., are subject to the District’s approval.

11. Any and all temporary concession stands or bars shall be of high quality. Final approval of design and décor rests with the District Officer and/or authorized designee.

12. No pesticides, herbicides, or fungicides may be used that are not approved the appropriate state or local regulatory agency.

I. Alcoholic Beverages

1. Alcoholic Beverages are to be offered for sale by the Contractor only when permitted by applicable state and local laws, and subject to regulations established by California Alcoholic Beverage Control Board and the District. The final decision, as to whether or not alcoholic beverages may be sold at an event, or in any designated area of the District's Facilities, is in the sole discretion of the District. The decision to serve or refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Contractor.

2. All licenses and permits required for the sale of alcoholic beverages at the District's Facilities will be obtained by and held in the name of the Contractor. Contractor will maintain these permits in full force and effect and neither party shall take any action that might impair the permits. The Contractor shall prepare, file, and process all applications for renewals of the permits.

3. At the termination of the Agreement, Contractor will surrender all alcoholic beverage licenses for the District's Facilities and transfer all alcoholic beverage licenses to the succeeding Contractor, if allowed by law. District has the right to assess an undetermined fee (at this time) for the transfer of this license.

4. Contractor is required to maintain a beer, wine and spirit license during the term of this Agreement.

5. For Year-Round Events and District-Produced Events for which Contractor serves alcohol, Contractor is solely responsible for implementation of the District approved Alcohol Beverage Management Policies. This shall include all costs and fees for, but not limited to, I.D. check personnel and equipment, security and wristbands.

6. For the annual OC Fair, Contractor is responsible for implementation of the District approved Alcohol Beverage Management Policies and will be charged a pro-rata portion of the costs and fees associated with alcohol compliance efforts performed by the District.

7. From time to time, the Contractor may enter into marketing agreements for certain alcohol categories. No signage or sponsorship of any alcohol, or non-alcohol, products will be allowed without the District’s approval.

8. The District shall have the right to limit the sale and consumption of alcoholic beverages to specific areas and require that Contractor be responsible, on a reimbursable basis, for the cost of the District’s security personnel assigned for that purpose. Contractor is responsible to develop an Alcohol Management Plan to be approved by the District.

9. All purveyors, contractors and subcontractors responsible to the Contractor must meet quality and price standards as established by the District and Contractor in writing.

10. Contractor and the District will reasonably agree on the use of any purveyor deemed by the District to have rights to sell a product at the OC Fair or during the

non-fair period. The District currently has a marketing and product exclusivity with PepsiCo (through February 28, 2027) in the categories of carbonated beverage, non-carbonated beverages, sports drinks, packaged water, cups and support services (subject to change). As such, Contractor cannot pour or advertise products, including sampling, that in conflict with the District's Agreement. In addition, these services and items must be purchased through PepsiCo as they are the exclusive on-grounds distributor of these products. Signage or sponsorship of any other products will not be allowed.

11. The District shall provide security services to Contractor during the term of this Agreement at a level consistent with its whole operation on the premises and will exercise reasonable precaution for the property of Contractor. The District, however, assumes no responsibilities for any loss or damage to the property of Contractor. If the Contractor requests additional security, the District and the Contractor will collaborate to develop a security plan. This plan may include, but is not limited to, the OC Sheriff's Department, Costa Mesa Police Department, and private organizations (e.g., for alcohol wristband compliance) as necessary to ensure compliance.

J. Commissions and Concessions Investment

Contractor will pay commissions on Gross Sales as described below:

Commissions / Investment Category	Percentage of Gross Sales
Food and Non-Alcoholic Beverages*	35% Minimum
Catering	12% Minimum
Beer, Wine and Spirits	42% Minimum
District Approved Subcontractor Commissions or Fees (including buyouts)	50% of Amount Received by Contractor
Capital Improvement Accrual Account	2%
Capital Improvement Accrual Account - Pacific Amphitheatre	7%

*Contractor's Fair-time bottled water sales will match prevailing pricing and commission percent applied to Independent Fair-time concessions and Carnival concessions.

1. Contractor will report sales on a weekly basis in a template ("Weekly Sales Summary") format approved by the District. No later than 5:00 P.M. every Friday, Contractor will electronically submit a completed Weekly Sales Summary to the District, covering a seven-day period ending at midnight on the immediately preceding Wednesday. The Weekly Sales Summary will include all sales by Contractor and its subcontractors. The Weekly Sales Summary will include required information pertaining to customer pricing, guarantees, sales by location, total of each item sold, total inventory sales, total point-of-sale (POS) system/cash register sales, and cash overages and shortages. Contractor will attach the corresponding copy of the validated bank deposit ticket, POS system/cash register summaries and

credit card settlement reports to each Weekly Sales Summary. For the purpose of this Paragraph J (1), the term "Catering" shall include all Catering Sales prepared at District's Facilities (Baja Bar & Grill, Corporate Kitchen or any other authorized on-site kitchen) and serviced either at or away from the District's Facilities.

2. During the District's annual OC Fair, in addition to submission of the Weekly Sales Summary, Contractor will submit the previous day's sales reports, cash register receipts, credit card receipts and cash overages and shortages for sales made by (1) the Contractor and (2) all approved subcontractors used by the Contractor. Submission of each day's sales reports, cash register receipts, credit card receipts, and cash overages and shortages for Contractor and its approved subcontractors as required by this Paragraph J (2) must be made no later than 2:00 P.M. of the following day.

3. Contractor will report sales on a monthly basis in a template ("Monthly Sales Summary") format approved by the District, on or before the tenth day of every month. Contractor will electronically submit a completed Monthly Sales Summary to the District, covering the immediately preceding month. The Monthly Sales Summary will include all required information, including sales at each location, total items sold, total inventory sales, total register sales, and cash and overages for the month. The Monthly Sales Summary will require Contractor to provide information for comparison to the same month for the previous year. In addition, the Contractor shall be required to submit all final internal (OCFEC) ordered and external (e.g., event client) catering event order forms signed by both a representative from the Contractor and the District.

4. District sponsored events catered by Contractor are billed to the District at Contractor's actual product cost, direct labor cost, and any other direct cost associated with these events, plus a 10% administrative fee applied to the total cost.

5. Amounts due to the District will be paid by Contractor as follows:

a. Except as provided in Paragraph J (5) (b) for making commission payments during the OC Fair, Contractor will pay amounts due in full as provided in the Weekly Sales Summary reports submitted per Paragraph J (1) of this agreement for all weeks reported during the preceding month by the tenth day of the subsequent month. Contractor will also pay amounts due on any invoices received by the due date (terms shall be "net 30 days").

b. For the period of the OC Fair, Contractor will advance $500,000 (the "Advance") to the District on opening day of Fair and thereafter make weekly payments for commissions earned the previous week consisting seven days of sales Thursday through Wednesday. The first weekly payment will occur on the second Monday of Fair and weekly payments will continue each Monday thereafter until the Fair ends and all Fair commissions are paid. Should the commissions due to the District exceed $750,000 for any week during the Fair, Contractor will wire the amount of the overage plus 15% for an addition to the advance within one business day to ensure complete coverage of all commissions due the District. The advance will be credited to the commissions due to the District for the final week of Fair. In the event the commissions due to the District are less than the amount of the advance, Contractor shall invoice the District for the

overpayment and District shall remit payment within seven (7) days.

c. Late fees may be assessed daily based on an eighteen percent (18%) annual percentage rate on any payments unpaid by the due date.

6. All of Contractor's payments to the District will be based upon the amount of Gross Sales, and Contractor will be solely and exclusively responsible for any overages or shortages on the sales receipts.

7. Nothing in this Agreement shall prevent Contractor and the District from agreeing to increase menu pricing for one or more menu items for specific events as the parties may agree. In the event the parties agree to increase pricing for a specific event in order to pay an additional amount to the promoter of that event, that additional amount shall not be subject to a Commission under this Agreement. In the event the parties desire to increase menu prices under this Paragraph J (7), the parties shall mutually agree on the increased amount and the menu items subject to increased pricing.

8. Contractor is solely and exclusively responsible for providing all working capital and inventory necessary to operate the Foodservice operation and fulfill all of Contractor's contractual obligations to the District.

9. When the Contractor caters any event occurring at the District's Facilities, the Contractor shall be solely responsible for invoicing and billing the "Renter."

10. The District's prior written approval is required for all capital improvements made through the Capital Reserve Accrual Fund, including, but not limited to, the purchase of Equipment or the installation of capital improvements. All items purchased or constructed with the Annual Capital Improvement Investment (expenditures detailed in Exhibit J on pages 54-65) shall be owned by Contractor until fully amortized or otherwise the District pays Contractor a prorated buyout, and all such items, once identified, shall be listed in a writing to be executed by the parties so that they are separately identified from District's property. All Capital Improvement Investment will be considered fully amortized at the end of the five (5) year term in which the investment was made. If the District and Contractor mutually agree, the cumulative five (5) year Minimum Annual Capital Investment obligation may be accelerated to any earlier year or years to satisfy full-term commitment if expedited capital project expenditures(s) are identified that mutually benefit District and Contractor business operations for a longer time frame within the term of this contract. Should the District wish to utilize Facilities which have benefitted from Capital Improvement Investment made by the Contractor during the course of this agreement, the Contractor will grant the District access to such Facilities provided such access does not interfere with Contractor's reasonable use of the Facilities without charge. The use of these Facilities shall not impact the exclusive rights of the Contractor as defined in this agreement.

11. Contractor is obligated to continue management of the Capital Improvement Accrual Account designated for improvements to the Foodservice Facilities and Equipment. The District's prior written approval must be obtained by Contractor for all capital improvements made under this Paragraph J (11) including, but not limited to, the purchase of Equipment or the installation of capital improvements. The capital improvement accrual account shall be funded monthly as follows:

a. Two percent (2%) of all annual Gross Sales by Contractor (including sales by Contractor's subcontractors); provided, however, that the provisions of this Subparagraph 11 (a) shall not apply to Gross Sales derived from Concessionaire operated stands located in the Pacific Amphitheatre during the annual OC Fair.

b. Seven percent (7%) of all Contractor's annual gross sales of all Contractor operated stands in the Pacific Amphitheatre during the annual OC Fair.

12. Any cash balance remaining in the Capital Investment fund and the Capital Reserve Accrual Account shall be remitted wholly to the District at the end of this Agreement if Contractor is not successful in retaining the Master Food & Beverage Concessionaire Services contract for a subsequent term(s).

13. Contractor will review Capital Investment and Capital Improvement Accrual Account activity and balances annually with the District and solicit approval for any proposed expenditures anticipated in the following 6-12 months.

14. Contractor must follow the following guidelines to construct, install or otherwise implement tenant improvement projects:

a. Tenant improvement projects and capital purchases will be agreed upon by the Contractor and District Executive Management Team (CEO, COO and/or Executive Officer) or his/her designee. All tenant improvement projects require the advance written consent of the District.

b. Tenant improvements must be proposed as a package with a budget, timeline and schematic drawings. Contractor will have the ability to develop concepts with prior approval from the District. Before completing any projects or purchases associated with the Facility Upgrade or Capital Improvement concepts, Contractor may secure written approval from the District.

c. Provide a description of the proposed capital improvement project(s) or plan concepts to the District.

d. Provide a minimum financial commitment for the capital improvement project(s).

e. Contractor's staff time will not be charged against any capital improvement or any capital investment activities.

f. Professional service fees such as architectural or engineering services must be agreed upon by the District. A scope of work must be developed by all Contractors and/or subcontractors. Professionals must submit rate sheets and project estimates to determine fair and reasonable pricing.

g. For all improvements, a scope of work must be created for each trade that will be executed by a Contractor and/or subcontractors. If the projected cost of the scope of work exceeds $10,000, three (3) written bids will be required. The low bidder should be used unless it is mutually agreed upon that another bidder is more appropriate for the work. If the projected cost of the scope of work is less than $10,000, fair and reasonable pricing will be expected (i.e. Historical, controlled, catalog). If a project manager is needed and or an on-site labor crew, daily rates will be agreed upon by

Contractor and District, subject to all applicable laws, statutes, codes, ordinances, and regulations.

h. All change orders (to projects) must be approved in writing by the District.

i. All improvements subject to this Paragraph J, subparagraph (j) must follow the District's procurement processes and requirements, including engagement with CCA as required, and be coordinated with the event program to avoid business interruption.

15. Subject to the provisions of Paragraph P (1), at the termination of this Agreement for any reason, all Leasehold Improvements, Equipment and smallwares on the Premises will, without compensation to the Contractor, become the District's property free and clear of all claims to or against them by Contractor or any third party. Contractor shall defend and indemnify (subject to CFSA's approval) the District against all liability and loss arising from any claims and or asserted liens against the Leasehold Improvements, Equipment, and/or smallwares.

16. Subject to the provisions of Paragraph P (1), at the expiration or sooner termination of the term, the District may, at the District's sole discretion, demand the removal from the Premises of all or part of the fixtures and improvements at Contractor's sole cost and expense; provided, however that the District may not require Contractor to remove any fixtures or improvements that are permanently affixed to any real property, structure, or work of improvement. Removal of fixtures and improvements requires that Contractor restore the Premises to their original condition, ordinary wear and tear excepted.

17. District is responsible for the selection and cost of entertainment performing in the Baja Bar and Grill during the annual OC Fair.

18. Any physical modifications to any part of the District's Facilities for any reason, including, but not limited to, installation of capital improvements, requires the prior written approval by the District.

19. Contractor will furnish, install, maintain, and replace at its own expense except as otherwise provided for in this Agreement, furnishings, equipment, and trade fixtures reasonably necessary for Contractor's operation, including but not necessarily be limited to, portable snack stands/bars and their equipment, serving stations, hand trucks, stand fixtures, counters, bars and back bar, griddles, griddle stands, steam tables, coffee urns, stoves, hot chocolate dispensers, coffee dispensers, cold drink dispensers, ice-making machines, food slicers, creamers, condiment stands, price and other signs, trash and garbage disposal units and equipment, and other items as deemed necessary by the District VP or his/her designee. The location and existence of the above improvements and equipment or its replacement shall be inventoried by both parties at the start of the contract period and concurrently on an annual basis throughout the term of this Agreement. Certain improvements will be subject to permitting and inspection by Cal Fire.

20. Certain fixtures and equipment owned by the District will be inventoried by Contractor and the District and will be turned over to the Contractor upon commencement of the Agreement. Contractor agrees to accept said fixtures and equipment in their presently existing condition "as is" and the District shall not be obligated to make any alterations, repairs, or betterments thereto except as otherwise indicated.

21. Replacement of the District-owned equipment or fixtures must be approved in advance by the District.

22. All equipment and furnishings shall be new, unless otherwise approved by the District, of modern design and first-class material and construction, and shall be in keeping, in the opinion of the facility or other appropriate function. All such expenditures by the Contractor must be approved in writing by the District Officer or his/her designee before the purchase and installation. The Contractor must cooperate with the District Officer in the installation of all fixtures and equipment to assure that all work is in compliance with the State's construction specifications. All installations shall conform to state and local codes and standards.

23. Maintenance, repair, and alteration of all concession equipment and furnishings during the Agreement period shall be at the expense of the Contractor, except for maintenance of water, gas, or sewer main lines and electrical service to the various facilities. All alternations and replacements of concession equipment and furnishings must be approved by the District.

24. Any new or removed assets or equipment shall be reviewed at the annual contract performance review as agreed upon mutually by the Contractor and the District.

K. Operating Requirements

1. The Contractor will perform its contractual obligations under this Agreement in compliance with the most current Year-Round Policies and Procedures and the OC Fair Commercial Space & Concessionaire Program Policies & Procedures. Revised versions of policies and procedures, if any, will be immediately provided to Contractor.

2. The District has the exclusive right to resolve any and all questions that may arise regarding the acceptability of services rendered by Contractor, Contractor's staffing levels, performance by Contractor and its employees, agents, Contractors and subcontractors, and fulfillment of Contractor's contractual obligations under this Agreement. The District's decision shall be final, conclusive, and binding on all parties.

3. No subcontracted sales are permitted on the District's Facilities without the approval of District.

4. The District and Contractor will annually review the Concessions, Catering and Bar sales program applicable to the following twelve (12) months, with specific financial, marketing and operational goals and specific methods for attaining each goal, and will also report on the performance of the prior twelve (12) months. The sales program must include, but will not be limited to, menus, training, staffing, equipment considerations and capital improvements.

5. The Contractor will not interfere with District-authorized free distribution of food or drinks or any other items of any nature whatsoever. Contractor will not incur any expense as a result of this activity. District is not responsible for any lost sales suffered by Contractor due to any District-authorized free distributions.

6. If a Renter makes a request that the District approves to modify operations at the Facilities with respect to a particular event, Contractor will be required to effectuate such modification as it relates to food and beverage operations. The District

agrees that none of Contractor's Equipment will be used for events that are not serviced by Contractor unless approved by Contractor, which approval shall not be unreasonably withheld.

7. In the event the District hosts a major exhibition or other similar national or international event, including, but not limited to, big top events (e.g., Cirque Du Soleil), large festivals (e.g., Barrett Jackson Car Auction), Contractor will modify its operations under this Agreement to the extent those modifications are required for the District to effectively obtain or operate any such event. In the event the District and the Contractor cannot mutually agree on terms to satisfy the event, the District has the exclusive and sole discretion to exclude the event from this Agreement and negotiate a reasonable buyout of Contractor's rights for that specific event with the renter. Such buyout will be split equally between the District and Contractor.

8. In the event that the District hosts or promotes cultural events including, but not limited to, events promoting ethnic food specialty items, symphonies which include a picnic environment, or food festivals entailing a wide selection of outside food vendors, the Contractor will modify its operations under this Agreement to the extent those modifications are required for the District to effectively obtain or operate any such event. In the event the District and the Contractor cannot mutually agree on terms to satisfy the event, the District has the exclusive and sole discretion to exclude the event from this Agreement and will have no further obligations to Contractor for that specific event.

9. Contractor will use approved computerized cash register/POS system that will accept credit cards (Visa, Master Card and American Express) at all sales points at the permanent foodservice locations and designated portable locations. Contractor will not challenge or interfere with District's exclusive right to initiate, mandate and implement a cashless transaction processing solution throughout the District's Facilities and will take all necessary steps to support and implement such solutions under timelines set forth by the District. Financial responsibility for any initial expenses related to the implementation of such efforts shall be negotiated between the District and Contractor.

10. Nothing herein contained shall be held to limit or qualify the right of the District to a free and unobstructed use, occupation and control of the District's facilities and ingress/egress for itself, its Renters and the public nor shall the Contractor have a right to charge the District for such use, occupation and control.

11. Representatives of the District shall have the right to enter upon, have access to and utilize all spaces occupied by the Contractor during the time events are in operation, at all times when Contractor employees are present and at other times as coordinated between the District and the Contractor so long as the District does not unreasonably interfere with Contractor's ability to perform its obligations under this Agreement.

12. Contractor will comply with District's approved customer evaluation procedures, including, but not limited to, QR surveys, comment cards, secret shoppers and focus groups.

13. Contractor and its employees and subcontractors are barred from soliciting tips, leaving cash "tips" on the counter, or place "tip jars" on the District's premises

and/or facilities, at the OC Fair and/or all non-Fair events.

14. The District shall meet at least twice annually with the Contractor and Regional/Area Management of the Contractor, as well with senior executive representatives of the District to evaluate performance, determine strategic direction, and review deliverables as outlined in this Agreement, as well as any additional deliverables introduced during the term of the Agreement.

15. Contractor shall operate the soda souvenir cup program during the annual OC Fair. This shall include ordering cups and point-of-sale merchandise, taking orders from all the independent Contractors, receipt of payments, storage and distribution. Contractor shall receive approval from the District on the specifications and pricing of the intended cup and details of how the program will be operated.

L. Compliance with Laws

1. The Contractor will obtain and maintain during the entire period of the contract all federal, state and local permits and licenses required to fulfill Contractor's obligations under this Agreement, including, but not limited to, Alcoholic Beverage Licenses and health permits.

2. Contractor will comply, and will require its contractors and subcontractors to comply, with all federal, state and local statutes, laws, ordinances and regulations governing Contractor's business, including, but not limited to recycling laws and requirements, environmental laws, ordinances, and regulations, South Coast Air Quality Management District regulations, and Regional Water Quality Control Board Regulations. Contractor shall at all times conduct its business in compliance with the Clean Air Act, the Clean Water Act, the Porter-Cologne Water Quality Act, the California Environmental Quality Act, the National, Environmental Protection Act, and all comparable, related, and successor statutes, laws, ordinances, and regulations applicable to Contractor.

3. Contractor will comply, and will require its contractors and subcontractors to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations including, but not limited to, the Americans with Disabilities Act ("ADA") and all related regulations.

4. Contractor will collect and promptly disburse all sales and other taxes required by federal, state and local authorities. Contractor will promptly pay any applicable taxes relating to Foodservice sales, operations, Equipment, or inventory, which are the sole and exclusive responsibility of Contractor.

5. Contractor will abide by all reasonable rules, regulations and directives prescribed by the District.

6. Contractor shall be responsible for obtaining, maintaining and paying for all operating permits, including but not limited to alcoholic beverage licenses and permanent and temporary health permits.

7. Contractor shall be responsible for any taxes, including but not limited to sales tax and Possessory Interest Tax, assessed on its operation by any governmental body.

8. Contractor shall maintain and pay all tax accounts, licenses and operating permits

necessary for the Foodservice and/or Contractor Services.

9. Contractor will provide District with a copy of all OC Health Care Agency inspection reports within two to three business days, or as requested, of Concessionaire's receipt of any health department inspection report.

10. Contractor will require its contractors and subcontractors to comply with all provisions in agreements with any subcontractors providing food and/or beverage services at the Facility that such subcontractors comply with the same limitations and requirements regarding their activities and employees as those imposed on Contractor under this Agreement, including, but not limited to, the requirements of Section H of this Agreement inclusive of H (5), H (6) and H (7), and all reasonable rules, regulations, and directives prescribed by the District.

M. Record Keeping and Accountability

1. Contractor will maintain all accounting records for the District in a format approved by the District at Contractor's on-site office located on District premises (currently adjacent to Action Sports Arena). The accounting records shall be available for audit by the District at any time during the term of this Agreement at the on- site Contractor office. The records required by this Paragraph M (1) must be maintained at Contractor's main office for at least three (3) years following the expiration of the term of this Agreement, or any earlier termination of this Agreement.

2. Contractor will submit to the District a draft budget of sales and commissions for Contractor's operation for the upcoming calendar year each October and a final sales and commission budget no later than December 15. The budget is subject to the District's approval, which may not be unreasonably withheld, and must be submitted, in a District-approved format. Review of performance against the budget will be conducted annually.

3. Contractor will maintain a separate, segregated commercial bank account at a bank approved by the District for deposit of all gross receipts directly or indirectly derived by Contractor from this Agreement. No funds from any business activities of Contractor or from any other source not connected with the District and this Agreement may be comingled in this account.

4. Contractor and all subcontractors hired by Contractor will use cash registers and/or POS systems approved and by the District for all food and beverage point of sale (permanent and portable) in all inside and outside locations. At Fair-time each cash register/POS unit will be tagged by the District for purposes of auditing daily sales reports. Any replaced or new cash registers (POS systems) used during the term of the agreement must be pre-approved and registered/tagged by the District prior to use. The District will have access to all sales, management, and other reports from the cash registers (POS Systems). Cashless efforts are strongly encouraged.

5. All costs and expenses directly or indirectly arising out of the acceptance of customer credit cards by the Contractor, including chargebacks, will be paid for by Contractor or Contractor's subcontractor, as a direct operating cost.

6. Contractor will be responsible for handling in a timely manner all patron inquiries regarding credit card sale charge backs or discrepancies.

7. District approved Automatic Teller Machines (ATM) may be placed by the District throughout the District's Facilities at the discretion of the District. The District has the sole and exclusive right to any incomes, fees, and/or rentals from ATM machines on the District's Facilities. Contractor may not install, operate, or maintain ATM machines on the District's Facilities.

8. Contractor shall work with District's Marketing Department in regards to QR codes, feedback kiosk/cards throughout the fairgrounds during all events and be open to a summary of any/all feedback and actions taken, if appropriate, to District annually (or biannually if agreed upon).

9. The District may conduct an annual audit of the books and records required to be made and preserved, including all sales, commissions, and other obligations specified in this Agreement. The auditors will be selected by the District and the cost of the annual audit will be shared (50/50) between the District and the Contractor. Any audit showing a deficiency in payments by the Contractor for the twelve (12) month period subject to audit, in excess of one percent (1%) of the amount thereof, the amount owed and the Late Fees from the date the error took place and the cost of the audit, shall be paid by Contractor to the District within 5 calendar days of Contractor's receipt of the bill for the audit from the District.

10. Contractor will inventory all Equipment, Leasehold Improvements, uniforms and smallwares on an annual basis per a schedule mutually agreed upon to determine what replacements, improvements and repairs are required, and to adjust the inventory accordingly. The District will review the inventory process and document detail for procedural acceptability and accuracy. The date of the inventory and the results will be discussed with the District annually.

11. Contractor will submit to the District an updated inventory of Equipment, Leasehold Improvements, uniforms and smallwares within 30 days of any known material change to the inventory.

N. Sanitation and Equipment Maintenance

1. Contractor will maintain all assigned areas of the District's Facilities, including the space within a 25-foot radius of each area, including, but not limited to, restaurants, catering areas, kitchens, cafeterias, concession stands, bars, buffets, pantries, condiment stands, storage and prep areas in a clean, sanitary, and orderly fashion and in compliance with all applicable laws, ordinances, rules, and regulations. Contractor's obligations under this Paragraph N (1) include, but are not limited to, constant clearing of tables, emptying of trash, cleaning and refilling self-service beverage and condiment stations, and sweeping and/or vacuuming floors in the dining areas. All costs and expenses for Contractor's obligations under this Paragraph N (1) will be borne exclusively by Contractor.

2. The Contractor will be responsible for removal of all trash and garbage from all Foodservice areas to the foodservice dumpster and/or recycling bin, in a centralized location to be designated by the District, either during an even or immediately following an event.

3. Independent sanitation and food and beverage safety audits may be conducted by an independent company approved by the District. The audit may be conducted once every four months on a pre- determined schedule aligned and consistent with

frequency of to-be-determined business activity. In addition, non-scheduled audits may be conducted up to eight times per year on a non-scheduled basis, on dates and times determined at the sole discretion of the District. All costs of these audits shall be borne by the Contractor. Results of audits shall be reviewed at least twice annually.

4. Contractor is responsible for providing pest control in each assigned area by retention of a pest control service licensed by the State of California and approved by the District. Contractor will maintain, as a direct operating cost all Equipment, Leasehold Improvements, uniforms and smallwares used in performance of its duties, including rolling stock, in a good state of repair, including all maintenance and repairs. On an annual basis, the Contractor will review maintenance efforts undertaken during the prior six months and submit a maintenance plan for District approval for the following year.

5. Contractor will provide weekly cleaning of all floors, walls, doors, counters, tables, chairs, wood deck and windows in the Baja Bar and Grill, including polishing floors. Contractor will have full responsibility for cleanliness from the counter and back for all other Foodservice Facilities for which it has exclusive Foodservice rights. Annually, the Contractor shall review its detailed cleaning plan with the District and submit a timetable to the District for approval for all Foodservice Facilities for which the Contractor has exclusive Foodservice.

6. Replacement of Equipment or supplies required by ordinary wear and tear, to be mutually determined by the District and Contractor, will be paid from the capital improvement accrual account subject to Paragraph J (10) of this Agreement. Replacement required as a result of theft, vandalism, or unusual wear, or by neglect or negligence of Contractor, will be paid for by Contractor.

7. The District may, in its sole and exclusive discretion, require the use of District's in-house maintenance staff for repairs and maintenance (at an undetermined cost depending on depth of work needed).

8. Contractor will keep all Equipment and supplies properly stored and organized in the storage areas designated by the District. Contractor will not use any area that has not been designated as a storage area by the District for temporary or permanent storage.

9. Foodservice locations that are not in use will be maintained by Contractor in a clean condition and will be kept from use by customers.

10. No Equipment or product shall be removed from the District's Facilities for any purpose without the prior written approval of the District.

11. All refuse and waste material created by the Contractor's operations in all areas of the properly serviced District's Facilities, including surrounding fence lines and streets, shall be promptly collected and disposed of after each event day. Contractor shall be responsible for employing the necessary personnel, including supervisors, before, during and after hours of each operating day to comply with these provisions. Contractor shall be responsible for providing sufficient waste receptacles and Equipment at each location and making certain they are kept clean and during and after each operating day, to the satisfaction of the District's standards.

12. Wet refuse must be stored in water-tight containers pending removal from the Premises. Grease and waste foods shall be kept in closed metal containers until removed from the District's Facilities. All equipment utilized by the Contractor for refuse and waste removal may be staged only in storage area(s) designated by District.

13. Environmental Compliance and Sustainability Requirements. The Contractor shall maintain and enforce all recycling and sustainability initiatives as mandated by the District and State of California. The includes strict adherence to the following state statutes:

- **SB 1335 – Sustainable Packaging for the State of California Act of 2018**. This statute requires that all food service packaging provided at State-owned facilities must be reusable, recyclable or compostable. The Contractor must ensure compliance with these packaging requirements.
- **SB 1383 – Short Lived Climate Pollutants: Organic Waste Reduction Law**. This law mandates that organic waste generators, including large venues, events, county fairgrounds and state agencies, must recycle organic waste such as food scraps, green waste, solid paper products, biosolids, and digestates. Furthermore, in applicable cases, the Contractor may be required to recover and donate edible food to reduce landfill waste and food insecurity.

The Contractor shall remain informed and responsive to any updates to these laws and ensure all operations align with the environmental standards set forth by the District and applicable California legislation.

O. Utilities

1. The District shall pay for the usage of HVAC, electricity, gas, and water service for the Contractor's operation.

2. Contractor will utilize prudent energy management.

3. Telephone and internet service will be provided to Contractor by a District-approved vendor at Contractor's sole and exclusive cost and expense.

4. All costs and expenses for the repair or replacement of any utility service or lines directly or indirectly arising out of Contractor's active or passive negligence or willful misconduct will be borne by Contractor. Contractor's sewer lines shall be maintained by the Contractor to the satisfaction of the District. Contractor is prohibited from discharging any grease into any of the sewers. Grease traps and Interceptors will be utilized to minimize damage to sewer infrastructure.

5. The District shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, Equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement

thereof, or any act or condition beyond its reasonable control. Further, the District shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

6. District will not be responsible for loss of or damage to any of Contractor's Equipment, supplies, product, smallwares, Leasehold Improvements, or goods stored on the District's premises resulting from a power failure, flood, fire, explosion and/or other causes.

P. Breach of Agreement

1. **This Agreement** is made upon the condition that if the rent or other sums which Contractor herein agrees to pay or any part thereof shall be unpaid on the date on which the same shall become due, or if breach be made in any of the terms, agreements, conditions, or covenants herein contained on the part of the Contractor or should Contractor become insolvent or bankrupt either voluntarily or involuntarily, then, and in such event at the option of the District, this Agreement shall cease and terminate, and the District may enter upon and take possession of the premises and Contractor shall vacate the premises within 30 calendar days after this Agreement is terminate, and Contractor agrees to pay all costs incurred by the District in its taking possession of the premises. Except for the payment of commissions and/or fee rentals, Contractor will have 45 calendar days to cure a breach or, if more than 45 calendar days is necessary to cure a breach, Contractor, upon the written concurrence of the District, will faithfully commence to cure such breach. For the payment of commissions, Contractor shall have 15 calendar days to cure such breach.

2. **Termination:** Without prejudice to any other rights or remedies available to the District, the District may terminate this Agreement for any reason and without cause, provided that District provides Contractor with 30 calendar days' written notice. The District may immediately terminate this Agreement for cause if Contractor (1) violates any of the terms, agreements, conditions, or covenants contained in the agreement, or (2) becomes insolvent or bankrupt either voluntarily or involuntarily.

3. **Property Damage:** The District shall not be liable for loss or damage to the property of Contractor from any cause whatsoever. Any damage to the District property caused by Contractor, its employees or agents, not associated with normal wear and tear, shall be the responsibility of Contractor.

4. **Independent Capacity:** Contractor, Contractor's agents, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of State of California or the District.

5. **Assignment:** Without the written consent of the District, this Agreement is not assignable by Contractor either in whole or in part, which consent shall not be unreasonably withheld.

PREVAILING WAGE (If applicable)
Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

-End of Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

Page 1 of 1

BUDGET DETAIL:

District Account #:

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice and disputes are resolved.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End of Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 2/2025

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. 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.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the State of California, the 32nd District Agricultural Association, and their respective officers, agents and employees (collectively, the "State") from any and all claims, damages, losses, and expenses, of every kind, nature and description (including but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to, the performance or nonperformance of this Agreement, regardless of responsibility of negligence, by reason of death, bodily injury, or property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation (including but not limited to, operation of the Americans With Disabilities Act, and/or any state, local successor or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding Contractor, or any of its employees or agents).

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods,
or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 2 of 4

10. 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.

2. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt.Code § 14841).

If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies, then the following statement is incorporated: It is unlawful for any person engaged in business within the state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e)).

EXHIBIT C – GENERAL TERMS AND CONDITIONS

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

-End of Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC 04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: 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 (Pub. Contract Code §10410):

   (a) 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.

   (b) 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 (Pub. Contract Code §10411):

   a) 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.

   b) 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. (Pub. Contract Code §10420)

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
   Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
   Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **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.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

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.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End of Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

(Revised effective January 1, 2023)

California Fair Services Authority #23-01-01

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

EXHIBIT E – INSURANCE REQUIREMENTS

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).

EXHIBIT E – INSURANCE REQUIREMENTS

II. General Provisions

Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract.

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

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End of Exhibit E-

EXHIBIT F – OCFEC MEGAN'S LAW SCREENING & CERTIFICATION FORM

The District is committed to the public safety of all who attend the OC Fair and Imaginology.

In accordance with District policy, all entities conducting business on District property will be required to conduct screening of each of that entity's employees, agents, servants, volunteers, and/or independent contractors who will be performing job-related duties on District premises. This screening must, at a minimum, includes searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify District for any negligence arising out of or connected with their obligations pertaining to the required screening.

Any individual who is a registered sex offender and/or whose name appears on the California Department of Justice's Megan's Law database will not be eligible to work or volunteer on District premises.

For additional information on California's Megan's Law database, please refer to: www.meganslaw.ca.gov. This is a free service provided by the California Department of Justice.

The following background screening services offer employment criminal background screening services on a fee basis. Inclusion of service providers does not constitute endorsement by District.

- ApScreen (800) 277-2733
- HireRight (800) 400-2761
- Intelius (877) 974-1500
- Screening One (888) 327-6511
- USIS (866) 405-USIS
- Verifications, Inc. (866) 455-0779

EXHIBIT F – OCFEC MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – OCFEC MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)

Page 3 of 3

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

*****OC Fair & Event Center Staff – Please submit completed forms to the Human Resources Department*****

-End of Exhibit F-

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.

2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.

4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

-End of Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District

EXHIBIT H ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the

EXHIBIT H ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 4 of 5

Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

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

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40-yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End of Exhibit H-

EXHIBIT I
Page 1 of 5

August 13, 2025

To: All Potential Bidders

From: Kelly Vu, Business Services Supervisor

Re: RFI #1, Q & A, RP #: FB-09-25

This RFI (Request for Information) aims to transmit "Questions and Answers" regarding the technical components of the RFP Master Food & Beverage Concessionaire Services. All terms and conditions of the original RFP notice remain unchanged.

Questions and Answers

Questions:

1. Please confirm master concessionaire food and beverage employees are non-union employees.

   Answer: Confirmed – All current employees are non-union.

2. How many points of sale does the current master concessionaire utilize?

   Answer: All sales locations were visited during the Mandatory Walk-Through session on July 23. Detailed listing of same is also contained in the Zip Folder attachment (Facility and Concessions Equipment Images, Listing and Ownership Information). Please also see Page 51 of RFP document for Attached/Linked Reference Materials. Combined purpose of walk-through and file attachment are meant to provide bidders the opportunity to observe and determine unit/point-related operational needs. During full-scope operations such as at Fair-time, 180-200 POS terminals are actively utilized.

3. There was no mention of providing a proposed improvement plan, please confirm that is not a requirement of the technical proposal.

   Answer: While not specified under the Technical Proposal section of the RFP document, observations from the walk-through as well as required response pertaining to utilization of temporary food facilities, mobile containers, etc., provide bidders the opportunity, if taken, to articulate a plan.

4. If a new operator is selected, please explain the process for bringing in new containers and equipment? Does it require approval? How long does that process take?

   Answer: Any potential transition to a new operator would require a well-coordinated changeover from/between the current and any newly selected master concessionaire.

EXHIBIT I
Page 2 of 5

5. What would the fair like improved within the current master concessionaire operation?

   Answer: The RFP and contractual terms outline the established standards for the OCFEC's F&B program. Bidders are welcome to present their vision for improvements in respective Proposal submittals.

6. Please clarify if the capital provided by the master concessionaire will be spent on food and beverage-related projects or any project stated in the master plan?

   Answer: Master Concessionaire-provided capital will be invested in F&B-related projects or mutually agreed upon other initiatives inside the master plan.

7. Is this contract currently required to go out to bid or was there existing opportunity to extend the agreement?

   Answer: Yes, the bid process is required. All contractual option periods have been exercised.

8. Please confirm it is expected that the operator bring their current equipment rather than spend the proposed capital on all necessary equipment.

   Answer: Confirmed – Installation of current equipment would be expected. Proposed capital is for TBD new projects.

9. Please provide Catering & event revenue on the books for 2025 and 2026

   Answer: Please refer to Page 50 of the RFP document for Master Concessionaire Sales Mix Summary. 2025 line item revenue will be similar to outlined 2024 actual activity. 2026 projected revenue is currently anticipated to be in line with 2025 levels.

10. Do you have a breakdown of event types, sizes and spend?

    Answer: There is no available breakdown that outlines this information. Again, for purpose of determining bidder's Financial Proposal, please refer to Page 50 of the RFP document for Master Concessionaire Sales Mix Summary. 2025 line item revenue will be similar to outlined 2024 actual activity. 2026 projected revenue is currently anticipated to be in line with 2025 levels. Same should be the benchmark for building out subsequent years on the Financial Proposal Form(s).

11. Are other concessionaires able to sell alcohol?

    Answer: As specified on Page 50 of the RFP document for Master Concessionaire Sales Mix Summary, please reference the header which states "Including 3 Independent Beer Locations To Be Added Into New Master Contract." Additionally, please see "Annual OC Fair" on Page 1 of the 2025 Alcohol Beverage Management Policies attachment which states "the OCFEC grants one-year contracts to three (3) independent concessionaires through conclusion of the 2025 OC Fair."

12. Is there any capital hangover that the proposer would need to cover from previous investments or will OVG owned assets be removed by OVG should the contract be awarded to another firm?

    Answer: OVG owned assets would be subject to removal should the contract be awarded to another firm. There is no capital hangover obligation.

EXHIBIT I
Page 3 of 5

13. Do the containers need to be removed/stored during non/fair dates?

    Answer: Yes, containers need to be removed from Fair-time locations, and stored upon conclusion of Fair. Same containers will also be utilized and placed accordingly for event-specific needs throughout the rest of the event program calendar year.

14. Please confirm that any capital provided will be subject to the following detailed below:

    If a project is a design build, a scope of work must be created for each trade that will be executed by a Master Concessionaire and/or subcontractors. If the projected cost of the scope of work exceeds $10,000, three (3) written bids will be required. The low bidder should be used unless it is mutually agreed upon that another bidder is more appropriate for the work. If the projected cost of the scope of work is less than $10,000, fair and reasonable pricing will be expected (i.e. Historical, controlled, catalog). If a project manager is needed and or an on-site labor crew, daily rates will be agreed upon by Master Concessionaire and District, subject to all applicable laws, statutes, codes, ordinances, and regulations.

    Answer: Confirmed – Relative to a design build project, same is the specified contractual language outlined under "Scope of Work," and more specifically in the "J. Commissions and Concessions Investment" section of the RFP document on Page 29 (Paragraph 14. g.).

15. The RFP states that the Cover Letter should be the first page of the proposal. Would the District accept a Cover Page and/or Table of Contents before the Cover Letter for clarity and organization purposes?

    Answer: Please refer to RFP page 46, Part VII, MANDATORY FORMAT AND CONTENT REQUIREMENTS, Section B. Proposal Format and Content, states "The first page must be a signed cover letter on the letterhead of the Bidder and Contain the following statement verbatim:" Bidders to follow the instruction in the RFP and must submit the signed cover letter as the first page. Same is consistent with standard OCFEC RFP process.

16. Question 3.c. asks about outstanding financial obligations to any other venues. With more than 400 clients, we have various kinds of financial obligations at any given moment, including commissions due, capital investments, etc. Could you please clarify what information you are looking for in this section?

    Answer: Your statement, "With over 400 clients, we have various kinds of financial obligations at any given moment, including commissions due, capital investments, etc.," is acceptable, subsequently paired with transparency toward existing non-routine, outstanding financial obligations of a material nature, to avoid omission of information that may become problematic to this RFP process if same unreported information was to surface at a later date.

17. Question 5.d. asks about instruction procedures for equipment such as forklifts and other vehicles. Could you clarify if you are looking for safety and training policies or something else in this section?

    Answer: Yes, response to Question 5.d. should cover safety, training and operating guidelines for use of such equipment.

EXHIBIT I
Page 4 of 5

18. On Page 26 of the RFP, its states that the Master Concessionaire will pay commissions on Gross Sales as described below and provides specific percentages. For our proposal, just to confirm, adjustments are able to be made to these percentages to deliver a higher return?

    Answer: Confirmed – Adjustments are able to be made to these percentages to deliver a higher return. The Excel file/spreadsheet workbook, separately attached to the RFP document, allows adjusted data entry in the highlighted percentage cells.

19. What are the current subcontractors utilized by the incumbent?

    Answer: Various subcontractors providing different concessions equipment and concepts are utilized as needed throughout the calendar year and at Fair-time to fulfill event/show-specific operating requirements.

20. What are the equipment items currently owned by the incumbent utilized on the premises?

    Answer: Detailed listing of same is contained in the RFP Zip Folder attachment (Facility and Concessions Equipment Images, Listing and Ownership Information). Please also see Page 51 of RFP document for Attached/Linked Reference Materials.

21. How many current alcohol locations are onsite for the fair and how many POS?

    Answer: 49 onsite alcohol locations (including 3 independent units to convert to Master Concessionaire-operated) are in operation during Fair-time. All sales locations were visited during the Mandatory Walk-Through session on July 23. Detailed listing of same is also contained in the Zip Folder attachment (Facility and Concessions Equipment Images, Listing and Ownership Information). During full-scope operations, 180-200 POS terminals are actively utilized by the Master Concessionaire.

22. What is the current POS utilized by incumbent and would this need to be replaced?

    Answer: Clover is the system currently utilized and owned by the incumbent. Accordingly, any potential transition would require replacement.

23. Please provide a list of current sponsorships that impact food and beverage.

    Answer: Current F&B-related sponsorships include PepsiCo, Constellation Brands, Straub Distributing, Surfside Ice Tea and Voodoo Hard Charge Tea.

24. Is there a comprehensive list of assets that are owned by OC Events Center and will be available to be utilized by the new partner?

    Answer: Detailed listing of same is contained in the RFP Zip Folder attachment (Facility and Concessions Equipment Images, Listing and Ownership Information). Please also see Page 51 of RFP document for Attached/Linked Reference Materials.

25. Do historical catering revenues include service charge income?

    Answer: Please refer to Page 50 of the RFP document for Master Concessionaire Sales Mix Summary inclusive of separate listing for non-commission service charge activity.

26. Are subcontractor revenues included in historical revenue?

EXHIBIT I
Page 5 of 5

Answer: Please refer to Page 50 of the RFP document for Master Concessionaire Sales Mix Summary inclusive of subcontractor activity.

27. Are the food and beverage employees part of a union? If yes please provide the CBA.

Answer: All current F&B employees are non-union.

28. The RFP appears to be beyond our capacity to be the Master Food & Beverage Concessionaire. However, we are interested in being a subcontractor, providing our unique cuisine for these events. Is there a subcontractor opportunity for a small business to support a Master Concessionaire? And, if so, how would we proceed to express our interest?

Answer: Master Concessionaires do generally utilize subcontractors, but identify concepts that align favorably with specific events, and then book them directly. The District/OCFEC doesn't connect primary bidders with potential subcontractors."

29. Do we need to register or respond our confirmation of attendance?

Answer: You do not need to **pre-register**, however as the walk-through is mandatory if you wish to participate in responding to the RFP, we will be taking attendance of the companies represented.

The above answers will be incorporated as part of the contract.

Please send an email to RFP@ocfair.com to acknowledge in receiving RFI #1 if you intend to bid this project.

-End RFI #1-

EXHIBIT J
Page 1 of 12

Year 2026

Estimated Annual F&B/Non-Alc Gross		% of Gross		Total Paid to 32nd DAA
$1,200,000.00	X	35.0%	=	$420,000.00

Estimated Annual Alcohol Gross		% of Gross		Total Paid to 32nd DAA
$13,300,000.00	X	42.0%	=	$5,586,000.00

Estimated Annual Catering Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	12.0%	=	$96,000.00

Estimated Annual Subcontractor Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	15.0%	=	$120,000.00

Estimated Annual Consignment Gross		% of Gross		Total Paid to 32nd DAA
$100,000.00	X	50.0%	=	$50,000.00

Estimated Annual Accrual Multiplicand		% of Gross		Total Paid to 32nd DAA
$16,200,000.00	X	2.0%	=	$324,000.00

Capital Improvement 2026		% N/A of Gross		Total Paid to 32nd DAA
$4,000,000.00	X	-	=	$4,000,000.00

Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2026
$10,596,000.00

EXHIBIT J
Page 2 of 12

Year 2027

Estimated Annual F&B/Non-Alc Gross		% of Gross		Total Paid to 32nd DAA
$1,200,000.00	X	35.0%	=	$420,000.00

Estimated Annual Alcohol Gross		% of Gross		Total Paid to 32nd DAA
$13,300,000.00	X	42.0%	=	$5,586,000.00

Estimated Annual Catering Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	12.0%	=	$96,000.00

Estimated Annual Subcontractor Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	15.0%	=	$120,000.00

Estimated Annual Consignment Gross		% of Gross		Total Paid to 32nd DAA
$100,000.00	X	50.0%	=	$50,000.00

Estimated Annual Accrual Multiplicand		% of Gross		Total Paid to 32nd DAA
$16,200,000.00	X	2.0%	=	$324,000.00

Capital Improvement 2027		% N/A of Gross		Total Paid to 32nd DAA
$2,000,000.00	X	-	=	$2,000,000.00

Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2027
$8,596,000.00

EXHIBIT J
Page 3 of 12

Year 2028

Estimated Annual F&B/Non-Alc Gross		% of Gross		Total Paid to 32nd DAA
$1,200,000.00	X	35.0%	=	$420,000.00

Estimated Annual Alcohol Gross		% of Gross		Total Paid to 32nd DAA
$13,300,000.00	X	42.0%	=	$5,586,000.00

Estimated Annual Catering Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	12.0%	=	$96,000.00

Estimated Annual Subcontractor Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	15.0%	=	$120,000.00

Estimated Annual Consignment Gross		% of Gross		Total Paid to 32nd DAA
$100,000.00	X	50.0%	=	$50,000.00

Estimated Annual Accrual Multiplicand		% of Gross		Total Paid to 32nd DAA
$16,200,000.00	X	2.0%	=	$324,000.00

Capital Improvement 2028		% N/A of Gross		Total Paid to 32nd DAA
$2,000,000.00	X	-	=	$2,000,000.00

Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2028
$8,596,000.00

EXHIBIT J
Page 4 of 12

Year 2029

Estimated Annual F&B/Non-Alc Gross		% of Gross		Total Paid to 32nd DAA
$1,200,000.00	X	35.0%	=	$420,000.00

Estimated Annual Alcohol Gross		% of Gross		Total Paid to 32nd DAA
$13,300,000.00	X	42.0%	=	$5,586,000.00

Estimated Annual Catering Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	12.0%	=	$96,000.00

Estimated Annual Subcontractor Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	15.0%	=	$120,000.00

Estimated Annual Consignment Gross		% of Gross		Total Paid to 32nd DAA
$100,000.00	X	50.0%	=	$50,000.00

Estimated Annual Accrual Multiplicand		% of Gross		Total Paid to 32nd DAA
$16,200,000.00	X	2.0%	=	$324,000.00

Capital Improvement 2029		% N/A of Gross		Total Paid to 32nd DAA
$1,000,000.00	X	-	=	$1,000,000.00

Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2029
$7,596,000.00

EXHIBIT J
Page 5 of 12

Year 2030

Estimated Annual F&B/Non-Alc Gross		% of Gross		Total Paid to 32nd DAA
$1,200,000.00	X	35.0%	=	$420,000.00

Estimated Annual Alcohol Gross		% of Gross		Total Paid to 32nd DAA
$13,300,000.00	X	42.0%	=	$5,586,000.00

Estimated Annual Catering Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	12.0%	=	$96,000.00

Estimated Annual Subcontractor Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	15.0%	=	$120,000.00

Estimated Annual Consignment Gross		% of Gross		Total Paid to 32nd DAA
$100,000.00	X	50.0%	=	$50,000.00

Estimated Annual Accrual Multiplicand		% of Gross		Total Paid to 32nd DAA
$16,200,000.00	X	2.0%	=	$324,000.00

Capital Improvement 2030		% N/A of Gross		Total Paid to 32nd DAA
$500,000.00	X	-	=	$500,000.00

Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2030
$7,096,000.00

EXHIBIT J
Page 6 of 12

Year 2026-2030

Estimated Annual F&B/Non-Alc Gross		% of Gross		Total Paid to 32nd DAA
$6,000,000.00	X	35.0%	=	$2,100,000.00

Estimated Annual Alcohol Gross		% of Gross		Total Paid to 32nd DAA
$66,500,000.00	X	42.0%	=	$27,930,000.00

Estimated Annual Catering Gross		% of Gross		Total Paid to 32nd DAA
$4,000,000.00	X	12.0%	=	$480,000.00

Estimated Annual Subcontractor Gross		% of Gross		Total Paid to 32nd DAA
$4,000,000.00	X	15.0%	=	$600,000.00

Estimated Annual Consignment Gross		% of Gross		Total Paid to 32nd DAA
$500,000.00	X	50.0%	=	$250,000.00

Estimated Annual Accrual Multiplicand		% of Gross		Total Paid to 32nd DAA
$81,000,000.00	X	2.0%	=	$1,620,000.00

Capital Improvement 2026-2030		% N/A of Gross		Total Paid to 32nd DAA
$9,500,000.00	X	-	=	$9,500,000.00

Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2026-2030
$42,480,000.00

EXHIBIT J
Page 7 of 12

Year 2031

Estimated Annual F&B/Non-Alc Gross		% of Gross		Total Paid to 32nd DAA
$1,200,000.00	X	35.0%	=	$420,000.00

Estimated Annual Alcohol Gross		% of Gross		Total Paid to 32nd DAA
$13,300,000.00	X	42.0%	=	$5,586,000.00

Estimated Annual Catering Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	12.0%	=	$96,000.00

Estimated Annual Subcontractor Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	15.0%	=	$120,000.00

Estimated Annual Consignment Gross		% of Gross		Total Paid to 32nd DAA
$100,000.00	X	50.0%	=	$50,000.00

Estimated Annual Accrual Multiplicand		% of Gross		Total Paid to 32nd DAA
$16,200,000.00	X	2.0%	=	$324,000.00

Capital Improvement 2031		% N/A of Gross		Total Paid to 32nd DAA
$100,000.00	X	-	=	$100,000.00

Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2031
$6,696,000.00

EXHIBIT J
Page 8 of 12

Year 2032

Estimated Annual F&B/Non-Alc Gross		% of Gross		Total Paid to 32nd DAA
$1,200,000.00	X	35.0%	=	$420,000.00

Estimated Annual Alcohol Gross		% of Gross		Total Paid to 32nd DAA
$13,300,000.00	X	42.0%	=	$5,586,000.00

Estimated Annual Catering Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	12.0%	=	$96,000.00

Estimated Annual Subcontractor Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	15.0%	=	$120,000.00

Estimated Annual Consignment Gross		% of Gross		Total Paid to 32nd DAA
$100,000.00	X	50.0%	=	$50,000.00

Estimated Annual Accrual Multiplicand		% of Gross		Total Paid to 32nd DAA
$16,200,000.00	X	2.0%	=	$324,000.00

Capital Improvement 2032		% N/A of Gross		Total Paid to 32nd DAA
$100,000.00	X	-	=	$100,000.00

Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2032
$6,696,000.00

EXHIBIT J
Page 9 of 12

Year 2033

Estimated Annual F&B/Non-Alc Gross		% of Gross		Total Paid to 32nd DAA
$1,200,000.00	X	35.0%	=	$420,000.00

Estimated Annual Alcohol Gross		% of Gross		Total Paid to 32nd DAA
$13,300,000.00	X	42.0%	=	$5,586,000.00

Estimated Annual Catering Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	12.0%	=	$96,000.00

Estimated Annual Subcontractor Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	15.0%	=	$120,000.00

Estimated Annual Consignment Gross		% of Gross		Total Paid to 32nd DAA
$100,000.00	X	50.0%	=	$50,000.00

Estimated Annual Accrual Multiplicand		% of Gross		Total Paid to 32nd DAA
$16,200,000.00	X	2.0%	=	$324,000.00

Capital Improvement 2033		% N/A of Gross		Total Paid to 32nd DAA
$100,000.00	X	-	=	$100,000.00

Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2033
$6,696,000.00

EXHIBIT J
Page 10 of 12

Year 2034

Estimated Annual F&B/Non-Alc Gross		% of Gross		Total Paid to 32nd DAA
$1,200,000.00	X	35.0%	=	$420,000.00

Estimated Annual Alcohol Gross		% of Gross		Total Paid to 32nd DAA
$13,300,000.00	X	42.0%	=	$5,586,000.00

Estimated Annual Catering Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	12.0%	=	$96,000.00

Estimated Annual Subcontractor Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	15.0%	=	$120,000.00

Estimated Annual Consignment Gross		% of Gross		Total Paid to 32nd DAA
$100,000.00	X	50.0%	=	$50,000.00

Estimated Annual Accrual Multiplicand		% of Gross		Total Paid to 32nd DAA
$16,200,000.00	X	2.0%	=	$324,000.00

Capital Improvement 2034		% N/A of Gross		Total Paid to 32nd DAA
$100,000.00	X	-	=	$100,000.00

Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2034
$6,696,000.00

EXHIBIT J
Page 11 of 12

Year 2035

Estimated Annual F&B/Non-Alc Gross		% of Gross		Total Paid to 32nd DAA
$1,200,000.00	X	35.0%	=	$420,000.00

Estimated Annual Alcohol Gross		% of Gross		Total Paid to 32nd DAA
$13,300,000.00	X	42.0%	=	$5,586,000.00

Estimated Annual Catering Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	12.0%	=	$96,000.00

Estimated Annual Subcontractor Gross		% of Gross		Total Paid to 32nd DAA
$800,000.00	X	15.0%	=	$120,000.00

Estimated Annual Consignment Gross		% of Gross		Total Paid to 32nd DAA
$100,000.00	X	50.0%	=	$50,000.00

Estimated Annual Accrual Multiplicand		% of Gross		Total Paid to 32nd DAA
$16,200,000.00	X	2.0%	=	$324,000.00

Capital Improvement 2035		% N/A of Gross		Total Paid to 32nd DAA
$100,000.00	X	-	=	$100,000.00

Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2035
$6,696,000.00

EXHIBIT J
Page 12 of 12

Year 2031-2035

Estimated Annual F&B/Non-Alc Gross		% of Gross		Total Paid to 32nd DAA
$6,000,000.00	X	35.0%	=	$2,100,000.00

Estimated Annual Alcohol Gross		% of Gross		Total Paid to 32nd DAA
$66,500,000.00	X	42.0%	=	$27,930,000.00

Estimated Annual Catering Gross		% of Gross		Total Paid to 32nd DAA
$4,000,000.00	X	12.0%	=	$480,000.00

Estimated Annual Subcontractor Gross		% of Gross		Total Paid to 32nd DAA
$4,000,000.00	X	15.0%	=	$600,000.00

Estimated Annual Consignment Gross		% of Gross		Total Paid to 32nd DAA
$500,000.00	X	50.0%	=	$250,000.00

Estimated Annual Accrual Multiplicand		% of Gross		Total Paid to 32nd DAA
$81,000,000.00	X	2.0%	=	$1,620,000.00

Capital Improvement 2031-2035		% N/A of Gross		Total Paid to 32nd DAA
$500,000.00	X	-	=	$500,000.00

Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2031-2035
$33,480,000.00

Grand Total Paid (Sales Commissions, Accrual Fund and Capital) 2026-2035
$75,960,000.00

-End of Exhibit J-

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 03/2019)

R_____ A_____ F_____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-038-25HB	#1
REGISTRATION NUMBER	

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

MUSIC ZIRCONIA TALENT, LLC F/S/O RUN THE WORLD / RIHANNA REPLAY

2. The term of this Agreement is **08/09/2025** through **08/09/2025** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **$4,000.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #038-25HB, dated August 9, 2025, between the District and Music Zirconia Talent, LLC is hereby amended as follows:

STATE AND CONTRACTOR AGREE:

1. To amend the original contract to add Run The World, a tribute to Beyonce, as a double bill with Rihanna Replay.
2. To amend the original contract to pay Contractor a total sum not to exceed FOUR THOUSAND DOLLARS ($4,000.00) an increase of ONE THOUSAND DOLLARS ($1,000.00) to cover the additional performance group upon satisfactory completion of work herein required.
3. Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
Effective date of this amendment is 08/05/25

CONTRACTOR

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

MUSIC ZIRCONIA TALENT, LLC F/S/O RUN THE WORLD / RIHANNA REPLAY

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael Twombly, Owner

CONTRACTOR BUSINESS ADDRESS

5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@mztributebands.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 03/2019)

R_____ A_____ F_____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-066-25PA	**#1**
REGISTRATION NUMBER	

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

WASSERMAN MUSIC, LLC F/S/O JOHN BUTLER

2. The term of this Agreement is **07/26/2025** through **07/26/2025** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **$35,000.00 ($30,000.00 FLAT plus potential paid bonuses on full tickets.) See Exhibit B for payment details**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #066-25PA, dated July 26, 2025, between the District and Koota-Boya PTY LTD is hereby amended as follows:

STATE AND CONTRACTOR AGREE:

1. To amend the original contract to update the Contractor Name from Koota-Boya PTY LTD to Wasserman Music, LLC and to update the FED ID to 85-2275705.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
Effective date of this amendment is 08/17/25

CONTRACTOR

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

WASSERMAN MUSIC, LLC F/S/O JOHN BUTLER

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Aaron Pinkus, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

Wasserman Music
10900 Wilshire Blvd. Suite 1200, Los Angeles, CA 90024
(831) 375-4889 apinkus@teamwass.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 03/2019)

R_____ A_____ F_____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-127-25AS	#1
REGISTRATION NUMBER	

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

EXPLOSIVE ENTERTAINMENT, LLC

2. The term of this Agreement is **08/05/2025** through **08/11/2025** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **$58,713.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #127-25AS, dated August 5, 2025, between the District and Explosive Entertainment is hereby amended as follows:

STATE AND CONTRACTOR AGREE:

1. To amend the original contract to pay Contractor a total sum not to exceed FIFTY EIGHT THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS ($58,713.00) an increase of FIVE THOUSAND DOLLARS ($5,000.00) to cover the partial cost of event insurance upon satisfactory completion of work herein required.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
Effective date of this amendment is 08/05/25

CONTRACTOR

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

EXPLOSIVE ENTERTAINMENT, LLC

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Robert Taylor, President

CONTRACTOR BUSINESS ADDRESS

28949 436th Street, Menno, SD 57045
(605) 431-6600 randy@explosivellc.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer
or Ken Karns, Chief Operations Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 03/2019)

R_____ A_____ F_____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED Pages _____

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-127-25AS	**#2**
REGISTRATION NUMBER	

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

EXPLOSIVE ENTERTAINMENT, LLC E

2. The term of this Agreement is **08/05/2025** through **08/11/2025** **FED ID: 86-1533247**

3. The maximum amount of this Agreement after this amendment **$58,713.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #127-25AS, dated August 5, 2025, between the District and Explosive Entertainment is hereby amended as follows:

STATE AND CONTRACTOR AGREE:

1. To amend the original contract to include John Sigismondi, d/b/a USA FMX, Inc. and Traxx Florida LLC as a Subcontractor of Explosive Entertainment, LLC.
2. Subcontractor will be providing labor, equipment and materials as detailed in Exhibit A of SA-127-25AS to produce the Mowterized Mayhem events in the Action Sports Arena, Wednesday, August 6, 2025 through Sunday, August 10, 2025.
3. Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
Effective date of this amendment is 08/05/25

CONTRACTOR

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

EXPLOSIVE ENTERTAINMENT, LLC

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Robert Taylor, President

CONTRACTOR BUSINESS ADDRESS

28949 436th Street, Menno, SD 57045
(605) 431-6600 randy@explosivellc.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 03/2019)

R_____ A_____ F_____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-181-25PA	**#1**
REGISTRATION NUMBER	

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

KC & THE SUNSHINE BAND, INC F/S/O KC & THE SUNSHINE BAND

2. The term of this Agreement is **07/31/2025** through **07/31/2025** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **$139,000.00 ($110,000.00 FLAT plus production buyout and bonuses on full priced tickets). See Exhibit B for payment details**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #181-25PA, dated July 31, 2025, between the District and KC & The Sunshine Band, Inc is hereby amended as follows:

STATE AND CONTRACTOR AGREE:

1. To amend the original contract to split the payment as follows:

5790-72 $110.000.00 to KC & The Sunshine Band, Inc f/s/o KC & The Sunshine Band (FEIN 59-1634692)
$115,000.00 at 6,204 full priced tickets sold
$120,000.00 at 6,704 full priced tickets sold
$125,000.00 at 7,204 full priced tickets sold
$130,000.00 at 7,704 full priced tickets sold

5220-72 $ 9,000.00 to Deep South Productions, LLC (FEIN 46-1741658)

2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
Effective date of this amendment is 07/31/25

CONTRACTOR

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

WASSERMAN MUSIC, LLC F/S/O JOHN BUTLER

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Aaron Pinkus, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

Wasserman Music
10900 Wilshire Blvd. Suite 1200, Los Angeles, CA 90024
(831) 375-4889 apinkus@teamwass.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 03/2019)

R_____ A_____ F_____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-203-25PA	**#1**
REGISTRATION NUMBER	

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

STACHE, INC. dba THE M & M GROUP F/S/O GRUPO MARCA REGISTRADA

2. The term of this Agreement is **08/17/2025** through **08/17/2025** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **$201,000.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #203-25PA, dated August 17, 2025, between the District and Stache, Inc. dba The M & M Group is hereby amended as follows:

STATE AND CONTRACTOR AGREE:

1. To amend the original contract to add Los Primos de la Baja and DJ Trice as opening performers.
2. To amend the original contract to pay Contractor a total sum not to exceed TWO HUNDRED AND ONE THOUSAND DOLLARS ($201,000.00) an increase of ONE THOUSAND DOLLARS ($1,000.00) as payment for the additional performers upon satisfactory completion of work herein required.
3. Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
Effective date of this amendment is 08/17/25

CONTRACTOR

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

STACHE, INC. dba THE M & M GROUP F/S/O GRUPO MARCA REGISTRADA

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Michael Scafuto, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS

The M & M Group
16872 Bolsa Chica Street, Suite 204, Huntington Beach, CA 92649
(714) 846-6600 michael@mm-group.org

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

James Canfield, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per: