

**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
MARCH 2019**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-005-19	Bonnier Corporation	Sand Sports Super Show	Consumer Show (CON)	All Grounds	09/09/19-09/16/19	160,551.52
R-021-19	Synergy Global Entertainment, Inc.	Musink Tattoo Convention & Music Festival	Concert (CONC)	Anaheim Building (#16), Baja Blues Restaurant, Costa Mesa Building (#10), Huntington Beach Building (#12), The Hangar	03/06/19-03/11/19	163,003.45
R-023-19	MOBILEMONEY, Inc.	MOBILEMONEY	Other (OTH)	All Grounds	06/01/19-05/31/20	Not less than 58% of all customer surcharge
R-053-19	Orange County Organic Gardening Club	Orange County Organic Gardening Club	Meeting/Seminar (MEE)	Silo Building	01/08/19-12/31/19	\$90.00 per month - Monthly Club Meeting \$120.00 per March - December \$2,700.00 per month
R-057-19	Clutter, Inc.	PARKING SPACE RENTAL	Parking (PARK)	Parking Lot H	03/01/19-12/24/19	\$100.00 per day
R-059-19	Newport Beach Police Department	NBPD Officer Training	Training (TRA)	Parking Lot H	01/01/19-12/31/19	\$100.00 per day
R-060-19	Vital Link	Vital Link/Imaginology - STEM and the Arts Career Showcase	Education (EDUCA)	Costa Mesa Building (#10), Santa Ana Pavilion (Parade of Products)	04/08/19-04/14/19	Payment - \$3,190.50 In-Kind Trade - \$37,574.00
R-066-19	Incuplace LLC	OC Night Market	Cultural Festival (CULTU)	OC Promenade (Span), Parking Lot G, Parking Lot I	05/15/19-05/20/19	122,389.12
R-067-19	Incuplace LLC	OC Night Market	Cultural Festival (CULTU)	OC Promenade (Span), Parking Lot G, Parking Lot I	06/12/19-06/17/19	122,389.12
R-068-19	Incuplace LLC	OC Night Market	Cultural Festival (CULTU)	OC Promenade (Span), Parking Lot G, Parking Lot I	08/21/19-08/26/19	122,389.12
R-070-19	Arts Orange County	Dia del Niño - Imaginology 2019	Cultural Festival (CULTU)	Park Plaza	04/13/19-04/14/19	In-Kind Trade = \$6,811.00
R-075-19	Carnival Midway Attractions	Carnival Midway Attractions Camping - Tet Festival	Camping/Trailer Rally (RAL)	Campground	02/04/19-02/12/19	2,147.00
R-077-19	Jurassic Quest Enterprises, LLC	Jurassic Quest	Festival (FST)	Anaheim Building (#16), Costa Mesa Building (#10), Huntington Beach Building (#12), Los Alamitos Building (#14), OC Promenade (Span), Santa Ana Pavilion (Parade of Products)	10/31/19-11/04/19	121,023.00
R-078-19	Adentope, Inc. dba Japan Product Promotion	OC Japan Fair	Cultural Festival (CULTU)	Los Alamitos Building (#14), OC Promenade (Span), Parking Lot I	10/17/19-10/21/19	60,013.89
R-079-19	Apollo UK Productions LTD	Apollo	Performance (PERFO)	Parking Lot G	09/16/19-12/09/19	195,690.00
R-080-19	Tex*us Guitar Shows, Inc.	SoCAL World Guitar Show	Consumer Show (CON)	The Hangar	08/16/19-08/19/19	16,591.00
R-081-19	Santa Ana PD	Santa Ana Police Department - Officer Training	Training (TRA)	Parking Lot H	01/01/19-12/31/19	\$100.00 per day
R-083-19	Roy Englebrecht Promotions	Fight Club OC - ESPN Special Edition	Competition/Tournament (COM)	The Hangar	03/22/19-03/23/19	16,106.75
R-088-19	Kastl Amusements	Kastl Camping	Camping/Trailer Rally (RAL)	Campground	04/01/19-04/09/19	2,746.00
R-090-19	Warrior Foundation Freedom Station	IWAR: Injured Warrior Ride	Other (OTH)	Heroes Hall Lawn	10/26/19-10/26/19	7,324.50
R-091-19	Spocom USA	Torqued	Other (OTH)	OC Promenade (Span), Parking Lot I	04/20/19-04/20/19	16,864.50
R-093-19	Kastl Amusements	Kastl Camping	Camping/Trailer Rally (RAL)	Campground	04/15/19-04/22/19	2,281.00
R-094-19	Kastl Amusements	Kastl Camping	Camping/Trailer Rally (RAL)	Campground	05/13/19-05/21/19	2,746.00
R-095-19	Herpetorama, Inc.	Repticon	Consumer Show (CON)	Huntington Beach Building (#12)	11/08/19-11/11/19	17,932.50
R-098-19	Orange County Wine Society	Orange County Wine Society - Wine Auction	Other (OTH)	Courtyard, Huntington Beach Building (#12)	04/05/19-04/06/19	3,134.00
R-003-19	World Pet Association, Inc	Americans Family Pet Expo	Festival (FST)	All Grounds	04/22/19-04/29/19	130,022.78

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MARCH 2019**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
19 IO-FE 70	Code Ninjas	Imaginology	Exhibitor	Huntington Bch	4/11-14/2019	\$0
19 IO-FE 71	Girls Inc.	Imaginology	Exhibitor	Centennial Farm	4/11-14/2019	\$0
19 IO-FE 72	Fairmont Schools	Imaginology	Exhibitor	Anaheim Bldg	4/11-14/2019	\$0
19 IO-FE 73	Nazkidz Foundation	Imaginology	Exhibitor	Centennial Farm	4/11-14/2019	\$0

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

September 9 - 16, 2019

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

See Exhibit A

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

Sand Sports Super Show

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

\$160,551.52

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Bonnier Corporation
838 North Delaware Street
Indianapolis, IN 46204

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

By_____Date:_____

By_____Date:_____

Title: Jonathan Moore, Senior Vice President of Events

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Sand Sports Super Show	Contract No:	R-005-19
Contact Person:	Jonathan Moore	Phone:	(317) 450-0772
Event Dates:	09/13/2019 - 09/15/2019	Hours:	Friday: 4:00 PM - 10:00 PM Saturday: 9:00 AM - 7:00 PM Sunday: 9:00 AM - 4:00 PM
Admission Price:	Advance Sale Adult: \$15.00 Adult: \$20.00 Military: \$15.00 2 Day Pass: \$30.00 3 Day Pass: \$45.00 Coupon: \$15.00 Child (12 & Under): Free		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	25,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Anaheim Building (#16)	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
Country Meadows	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
Crafters Village	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot I	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot P	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
South Lawn	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	09/09/2019 06:00 AM - 11:00 PM	Move In	No Charge
Tuesday			
Anaheim Building (#16)	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
Country Meadows	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
Crafters Village	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot I	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot P	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
South Lawn	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	09/10/2019 06:00 AM - 11:00 PM	Move In	No Charge
Wednesday			
Anaheim Building (#16)	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
Country Meadows	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
Crafters Village	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot I	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot P	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
South Lawn	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	09/11/2019 06:00 AM - 11:00 PM	Move In	No Charge
Thursday			
Anaheim Building (#16)	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge

EXHIBIT A

Event Information

Country Meadows	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge
Crafters Village	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot I	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot P	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge
South Lawn	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	09/12/2019 06:00 AM - 11:00 PM	Move In	No Charge
Friday			
Anaheim Building (#16)	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
Costa Mesa Building (#10)	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
Country Meadows	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
Crafters Village	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
Huntington Beach Building (#12)	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
Los Alamitos Building (#14)	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
Main Mall	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
OC Promenade (Span)	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
Park Plaza	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
Parking Lot I	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
Parking Lot P	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
South Lawn	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
The Hangar	09/13/2019 04:00 PM - 10:00 PM	Event	No Charge
Saturday			
Anaheim Building (#16)	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
Costa Mesa Building (#10)	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
Country Meadows	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
Crafters Village	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
Huntington Beach Building (#12)	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
Los Alamitos Building (#14)	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
Main Mall	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
OC Promenade (Span)	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
Park Plaza	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
Parking Lot I	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
Parking Lot P	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
South Lawn	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
The Hangar	09/14/2019 09:00 AM - 07:00 PM	Event	No Charge
Sunday			
Anaheim Building (#16)	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge
Costa Mesa Building (#10)	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge
Country Meadows	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge
Crafters Village	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge
Huntington Beach Building (#12)	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge
Los Alamitos Building (#14)	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge
Main Mall	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge
OC Promenade (Span)	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge
Park Plaza	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge
Parking Lot I	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge
Parking Lot P	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge
South Lawn	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge
The Hangar	09/15/2019 09:00 AM - 04:00 PM	Event	No Charge

EXHIBIT A

Event Information

Monday

Anaheim Building (#16)	09/16/2019 06:00 AM - 11:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	09/16/2019 06:00 AM - 11:00 PM	Move Out	No Charge
Country Meadows	09/16/2019 06:00 AM - 11:00 PM	Move Out	No Charge
Crafters Village	09/16/2019 06:00 AM - 11:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	09/16/2019 06:00 AM - 11:00 PM	Move Out	No Charge
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Parking Lot I	09/16/2019 06:00 AM - 11:00 PM	Move Out	No Charge
Parking Lot P	09/16/2019 06:00 AM - 11:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	09/16/2019 06:00 AM - 11:00 PM	Move Out	No Charge
South Lawn	09/16/2019 06:00 AM - 11:00 PM	Move Out	No Charge
The Hangar	09/16/2019 06:00 AM - 11:00 PM	Move Out	No Charge

Total: *See Facility Fee

***Facility Rental Fee - - OCFEC shall retain twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and fifteen percent (15%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000) from the Sand Sports Super Show.**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	09/08/2019 - 09/15/2019	1.00 EA	150.00 DAY	1,200.00
20 Amp Drop	Estimate 77	77.00 EA	25.00 EA	1,925.00
30 Amp Drop	TBD	TBD EA	50.00 EA	TBD
50 Amp Drop	Estimate 28	28.00 EA	70.00 EA	1,960.00
100 Amp Drop	Estimate 10	10.00 EA	180.00 EA	1,800.00
200 Amp Drop	Estimate 9	9.00 EA	360.00 EA	3,240.00
400 Amp Drop	TBD	TBD EA	720.00 EA	TBD
40 Yard Dumpster	Estimate 12	12.00 EA	136.86 EA	1,642.32
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Barricade (Plastic)	Estimate 119	119.00 EA	15.00 EA	1,785.00
Bench (Metal)	Estimate 20	20.00 EA	15.00 EA	300.00
Bleacher (100 Seat Section)	TBD	TBD EA	250.00 EA	TBD
Cable Ramp	Estimate 219	219.00 EA	15.00 EA	3,285.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	TBD	TBD EA	18.00 EA	TBD
Electrical Splitter Box	Estimate 75	75.00 EA	55.00 EA	4,125.00
Electrical Usage	Estimate Only	1.00 EA	3,500.00 EVT	3,500.00
Folding Table (Rectangular)	Estimate 2	2.00 EA	15.00 EA	30.00
Forklift	Estimate 120 Hours	120.00 HR	75.00 HR	9,000.00
Forklift (40 Yard Dumpster)	Estimate 52 Hours	52.00 HR	75.00 HR	3,900.00
Hang Tag - 3 Day	Estimate 870	870.00 EA	12.00 EA	10,440.00
Man Lift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Marquee Board (4 Consecutive Weeks)	08/19/2019 - 09/15/2019	4.00 WK	Included	Included
Overall Public Address System	09/13/2019 - 09/15/2019	1.00 EA	250.00 DAY	750.00
Picnic Table (Rectangular & Round)	Estimate 50	50.00 EA	15.00 EA	750.00
Portable Electronic Message Board	09/13/2019 - 09/15/2019	4.00 EA	75.00 DAY	900.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA	TBD
Projector Screen in Hangar	TBD	TBD EA	300.00 EA	TBD
Roller w/ Operator	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
RV Camping (Campground)	TBD (2018 = 403 EA)	TBD EA	45.00 EA	TBD
Scissor Lift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Signage/Banners	TBD	TBD EA	TBD EVT	TBD
Stanchion	Estimate 8	8.00 EA	5.00 EA	40.00
Sweeper (In-House)	Estimate 30 Hours	30.00 HR	75.00 HR	2,250.00
Ticket Booth (Double Window)	Estimate 6	6.00 EA	100.00 EA	600.00
Tonnage Weight (40 Yard Dumpster)	Estimate 35	35.00 TON	50.92 EVT	1,782.20
Tractor w/ Operator	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Trussing Unit	TBD	TBD EA	100.00 EA	TBD
Umbrella w/ Stand	Estimate 90	90.00 EA	15.00 EA	1,350.00

EXHIBIT A

Event Information

Water Truck (Includes Water)	TBD	TBD	HR	80.00	HR	TBD
Yellow Bollard	Estimate 16	16.00	EA	15.00	EA	240.00
Total:						58,444.52

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Auditor</u>						
Ticket Auditor	Estimate 10 Hours	10.00	HR	23.00	HR	1,840.00
<u>Event Operations</u>						
<u>Set Up</u>						
Grounds Attendant	Estimate 80 Hours	80.00	HR	23.00	HR	1,840.00
Janitorial Attendant	Estimate 56 Hours	56.00	HR	23.00	HR	1,288.00
Electrician	Estimate 107 Hours	107.00	HR	57.50	HR	6,152.50
Plumber	Estimate 16 Hours	16.00	HR	57.50	HR	920.00
<u>Event Day</u>						
Grounds Attendant Lead	09/13/2019 02:00 PM - 11:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	09/13/2019 02:00 PM - 11:00 PM	5.00	EA	23.00	HR	1,035.00
Janitorial Attendant Lead	09/13/2019 02:00 PM - 09/14/2019 12:00 AM	1.00	EA	30.00	HR	300.00
Janitorial Attendant	09/13/2019 02:00 PM - 09/14/2019 12:00 AM	18.00	EA	23.00	HR	4,140.00
Electrician	09/13/2019 03:00 PM - 10:00 PM	1.00	EA	57.50	HR	402.50
Plumber	09/13/2019 03:00 PM - 10:00 PM	1.00	EA	57.50	HR	402.50
Grounds Attendant Lead	09/14/2019 08:00 AM - 11:00 PM	1.00	EA	30.00	HR	450.00
Grounds Attendant	09/14/2019 08:00 AM - 08:00 PM	7.00	EA	23.00	HR	1,932.00
Janitorial Attendant Lead	09/14/2019 08:00 AM - 09:00 PM	1.00	EA	30.00	HR	390.00
Janitorial Attendant	09/14/2019 08:00 AM - 09:00 PM	22.00	EA	23.00	HR	6,578.00
Electrician	09/14/2019 08:00 AM - 07:00 PM	1.00	EA	57.50	HR	632.50
Plumber	09/14/2019 08:00 AM - 07:00 PM	1.00	EA	57.50	HR	632.50
Grounds Attendant Lead	09/15/2019 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	09/15/2019 08:00 AM - 05:00 PM	7.00	EA	23.00	HR	1,449.00
Janitorial Attendant Lead	09/15/2019 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	09/15/2019 08:00 AM - 04:00 PM	22.00	EA	23.00	HR	4,048.00
Electrician	09/15/2019 08:00 AM - 04:00 PM	1.00	EA	57.50	HR	460.00
Plumber	09/15/2019 08:00 AM - 04:00 PM	1.00	EA	57.50	HR	460.00
<u>Clean Up</u>						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Grounds Attendant	Estimate 64 Hours	64.00	HR	23.00	HR	1,472.00
Janitorial Attendant	Estimate 40 Hours	40.00	HR	23.00	HR	920.00
Electrician	Estimate 76 Hours	76.00	HR	57.50	HR	4,370.00
Plumber	Estimate 8 Hours	8.00	HR	57.50	HR	460.00
<u>Event Sales & Services</u>						
Event Coordinator	09/13/2019 03:00 PM - 11:00 PM	1.00	EA	47.00	HR	376.00
Event Coordinator	09/14/2019 08:00 AM - 11:00 PM	1.00	EA	47.00	HR	705.00
Event Coordinator	09/15/2019 08:00 AM - 05:00 PM	1.00	EA	47.00	HR	423.00
<u>Parking</u>						
<u>Set Up</u>						
Parking Attendant Lead	09/11/2019 06:00 AM - 10:00 PM	2.00	EA	30.00	HR	960.00
Parking Attendant	09/11/2019 06:00 AM - 10:00 PM	5.00	EA	23.00	HR	1,840.00
Parking Attendant Lead	09/12/2019 06:00 AM - 05:00 PM	2.00	EA	30.00	HR	660.00
Parking Attendant	09/12/2019 06:00 AM - 05:00 PM	5.00	EA	23.00	HR	1,265.00
<u>Clean Up</u>						
Parking Attendant	09/15/2019 04:00 PM - 06:00 PM	4.00	EA	23.00	HR	184.00

EXHIBIT A

Event Information

Safety & Security

Thursday - September 12, 2019

One (1) Security Attendant Lead from 7:00 AM to 9:00 PM
Gate 5 will be staffed by one (1) Security Attendant from 7:00 AM to 9:00 PM
Camp Gate will be staffed by one (1) Security Attendant from 7:00 AM to 9:00 PM
Three (3) Security Attendants as Rovers from 7:00 AM to 9:00 PM

Overnight

FFZ will be staffed by one (1) Security Attendant from 9:00 PM to 9:00 AM
Gate 5 will be staffed by one (1) Security Attendant from 9:00 PM to 9:00 AM
Three (3) Security Attendants as Rovers from 9:00 PM to 9:00 AM

Security Attendant Lead	09/12/2019 07:00 AM - 09:00 PM	1.00	EA	30.00	HR	420.00
Security Attendant	09/12/2019 07:00 AM - 09:00 PM	5.00	EA	23.00	HR	1,610.00
Security Attendant - Overnight	09/12/2019 09:00 PM - 09/13/2019 09:00 AM	5.00	EA	23.00	HR	1,380.00

Friday - September 13, 2019

Six (6) Security Attendants to cover Gap in coverage from 9:00 AM - 2:00 PM
One (1) Security Attendant Lead from 2:00 PM to 11:00 PM
Baja Gate will be staffed by Four (4) Security Attendants from 2:00 PM to 11:00 PM
Blue Gate will be staffed by Two (2) Security Attendants from 2:00 PM to 11:00 PM
Camp Gate will be staffed by Two (2) Security Attendants from 2:00 PM to 11:00 PM
Camp Walk Gate will be staffed by One (1) Security Attendant from 2:00 PM to 11:00 PM
Green Gate will be staffed by Two (2) Security Attendants from 2:00 PM to 11:00 PM
Main Mall, Los Alamitos Building (#14), Anaheim Building (#16), OC Promenade (The Span)
will be staffed by Three (3) Security Attendants from 2:00 PM to 11:00 PM
West Mall, Farm and FFZ will be staffed by Two (2) Security Attendants from 2:00 PM to 11:00 PM

Costa Mesa Building (#10) & Huntington Beach Building (#12) will be staffed by Three (3)
Security Attendants from 2:00 PM to 11:00 PM
Four (4) Security Attendants as Rovers from 2:00 PM to 11:00 PM

Overnight

FFZ will be staffed by one (1) Security Attendant from 11:00 PM to 8:00 AM
Four (4) Security Attendants as Rovers from 11:00 PM to 8:00 AM

Security Attendant Lead	09/13/2019 02:00 PM - 11:00 PM	1.00	EA	30.00	HR	270.00
Security Attendant - Gap	09/13/2019 09:00 AM - 02:00 PM	6.00	EA	23.00	HR	690.00
Security Attendant	09/13/2019 02:00 PM - 11:00 PM	23.00	EA	23.00	HR	4,761.00
Security Attendant - Overnight	09/13/2019 11:00 PM - 09/14/2019 08:00 AM	5.00	EA	23.00	HR	1,035.00

Saturday - September 14, 2019

One (1) Security Attendant Lead from 7:00 AM to 8:00 PM
Baja Gate will be staffed by Four (4) Security Attendants from 7:00 AM to 8:00 PM
Blue Gate will be staffed by Two (2) Security Attendants from 7:00 AM to 8:00 PM
Camp Gate will be staffed by Two (2) Security Attendants from 7:00 AM to 8:00 PM
Camp Walk Gate will be staffed by One (1) Security Attendant from 7:00 AM to 8:00 PM
Green Gate will be staffed by Two (2) Security Attendants from 7:00 AM to 8:00 PM
Main Mall, Los Alamitos Building (#14), Anaheim Building (#16), OC Promenade (The Span)
will be staffed by Three (3) Security Attendants from 7:00 AM to 8:00 PM
West Mall, Farm and FFZ will be staffed by Two (2) Security Attendants from 7:00 AM to 8:00 PM
Costa Mesa Building (#10) & Huntington Beach Building (#12) will be staffed by Three (3)
Security Attendants from 7:00 AM to 8:00 PM
Four (4) Security Attendants as Rovers from 7:00 AM to 8:00 PM

Security Attendant Lead	09/14/2019 07:00 AM - 08:00 PM	1.00	EA	30.00	HR	390.00
Security Attendant	09/14/2019 07:00 AM - 08:00 PM	23.00	EA	23.00	HR	6,877.00
Security Attendant - Overnight	09/14/2019 08:00 PM - 09/15/2019 07:00 AM	5.00	EA	23.00	HR	1,265.00

Sunday - September 15, 2019

One (1) Security Attendant Lead from 7:00 AM to 7:00 PM
Baja Gate will be staffed by Four (4) Security Attendant from 7:00 AM to 7:00 PM

EXHIBIT A

Event Information

Blue Gate will be staffed by Two (2) Security Attendant from 7:00 AM to 7:00 PM
 Camp Gate will be staffed by Two (2) Security Attendant from 7:00 AM to 7:00 PM
 Camp Walk Gate will be staffed by One (1) Security Attendant from 7:00 AM to 7:00 PM
 Green Gate will be staffed by Two (2) Security Attendant from 7:00 AM to 7:00 PM
 Main Mall, Los Alamitos Building (#14), Anaheim Building (#16), OC Promenade (The Span)
 will be staffed by Three (3) Security Attendants from 7:00 AM to 7:00 PM
 West Mall, Farm and FFZ will be staffed by two (2) Security Attendants from 7:00 AM to 7:00 PM

Costa Mesa Building (#10) & Huntington Beach Building (#12) will be staffed by three (3)
 Security Attendants from 7:00 AM to 7:00 PM
 Four (4) Security Attendants as Rovers from 7:00 AM to 7:00 PM
 Four (4) Security Attendants as Rovers from 7:00 PM to 12:00 AM

Overnight

Four (4) Security Attendants as Rovers from 12:00 AM to 8:00 AM

Security Attendant Lead	09/15/2019 07:00 AM - 07:00 PM	1.00	EA	30.00	HR	360.00
Security Attendant	09/15/2019 07:00 AM - 07:00 PM	23.00	EA	23.00	HR	6,348.00
Security Attendant - Overnight	09/15/2019 07:00 PM - 09/16/2019 08:00 AM	4.00	EA	23.00	HR	1,196.00

Technology

Set Up

Technology Attendant	Estimate 3 Hours	3.00	HR	47.00	HR	141.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

Event Day

Technology Attendant	09/13/2019 04:00 PM - 10:00 PM	1.00	EA	47.00	HR	282.00
Technology Attendant	09/14/2019 09:00 AM - 07:00 PM	1.00	EA	47.00	HR	470.00
Technology Attendant	09/15/2019 09:00 AM - 04:00 PM	1.00	EA	47.00	HR	329.00

Clean Up

Technology Attendant	Estimate 3 Hours	3.00	HR	47.00	HR	141.00
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Insurance

S.E.L.I. Group Insurance	TBD	TBD	EA	TBD	DAY	TBD
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Outside Services

Davis School	TBD	TBD	EA	300.00	EVT	TBD
Orange County Sheriff Services	09/13/2019 Estimate Only	2.00	EA	2,000.00	EVT	2,000.00
Orange County Sheriff Services	09/14/2019 Estimate Only	2.00	EA	2,000.00	EVT	2,000.00
Orange County Sheriff Services	09/15/2019 Estimate Only	2.00	EA	2,000.00	EVT	2,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	7,400.00	EVT	7,400.00

Total: 92,107.00

Summary

Facility Rental Total	*% of Gross
Estimated Equipment, Reimbursable Personnel and Services Total	\$150,551.52
Refundable Deposit	\$10,000.00

Grand Total: \$160,551.52

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/09/2019	\$40,137.88
Second Payment	05/09/2019	\$40,137.88
Third Payment	07/09/2019	\$40,137.88
Fourth Payment	08/09/2019	\$40,137.88
	Total:	\$160,551.52

Please Remit Payment in *Check Only*

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

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

ADMISSIONS REQUIREMENTS

Pre Event

- On **Wednesday - September 11, 2019** (prior to the Sand Sports Super Show opening day), OCFEC staff auditors will conduct a physical inspection of all ticket stock and ticket manifest to be used during the event.
- Bonnier Corporation is required to submit a detailed report of ticket quantity to be distributed to each gate.
- On **Friday - September 13, 2019** (prior to the Sand Sports Super Show opening hour), Bonnier Corporation is to submit a final report of all advance sales.

Event Days

- On **Friday - September 13, 2019 through Sunday - September 15, 2019**, OCFEC staff auditors will conduct a nightly audit of all ticket stock sold that day. A daily and event –to-date report is required at the conclusion of each event day.
- Final cumulative report is to be submitted to OCFEC on **Sunday - September 15, 2019**.

Facility Rental Fee

- Partial payment of the facility fee is due no later than **Thursday - September 19, 2019**. Final payment of the facility fee is due no later than **Monday - September 23, 2019**. Payment is to be submitted by Cashier's Check or Bank Wire.

AMENDMENTS

Any changes to the agreement will be outlined in an amendment.

CAMPING

Camping is \$45.00 per unit per night; includes electric and water. **Bonnier Corporation** to submit itemized list detailing number of units/days stayed. The list must be submitted by no later than **Tuesday - September 17, 2019**.

CANOPIES / TENTS

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

CANS AND GLASS

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

DRONES

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

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



R_____

A_____

**AMENDMENT TO MUSINK
(March 2019)**

DATE: March 20, 2019

RENTAL AGREEMENT: R-021-19

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10) – Drop Off Only	03/06/2019 12:00 PM - 08:00 PM	Move In	Included
Thursday			
Anaheim Building (#16)	03/07/2019 06:00 AM - 11:30 PM	Move In	\$1,137.50
Friday			
Anaheim Building (#16)	03/08/2019 03:00 PM - 10:00 PM	Event	\$2,275.00
Saturday			
Anaheim Building (#16)	03/09/2019 11:00 AM - 10:00 PM	Event	\$2,275.00
Sunday			
Anaheim Building (#16)	03/10/2019 11:00 AM - 09:00 PM	Event	\$2,275.00
Monday			
Anaheim Building (#16)	03/11/2019 06:00 AM - 12:00 PM	Move Out	Included
		Total:	\$7,962.50

ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Electrical Usage - Bldg 16	Estimate Only	3.00 DAY	200.00 DAY	600.00
		Total:		\$600.00

Summary

Original Rental Agreement Facility Fee Total	\$42,612.50
Revised Amendment Facility Fee Total	\$50,574.50
Original Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$106,828.45
Revised Amendment Estimated Equipment, Reimbursable Personnel and Services Total	\$107,428.45
Refundable Deposit	\$5,000.00
	Original Grand Total: \$154,440.95
	Revised Grand Total: \$163,003.45
	Total: \$163,003.45



Payment Schedule

Payment Schedule

First Payment
Second Payment
Third Payment

Due Date

01/18/2019
02/08/2019
02/28/2019

Amount

\$77,220.95
\$77,220.00
\$8,562.50

Payment Total: \$163,003.45

Please Remit Payment in *Check *

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

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

Synergy Global Entertainment, Inc.
26052 Merit Circle #107
Laguna Hills, CA 92653

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

By _____ Date: _____
Title: John Reese, President / Chief Executive Officer

By _____ Date: _____
Title: Kathy Kramer, Chief Executive Officer

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Synergy Global Entertainment, Inc.** hereinafter, called the Rentor

WITNESSETH:

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

March 7 - 11, 2019

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

See Exhibit A

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

Musink Tattoo Convention & Music Festival

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

\$154,440.95

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Synergy Global Entertainment, Inc.
26052 Merit Circle #107
Laguna Hills, CA 92653

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

By_____Date:_____

By_____Date:_____

Title: John Reese, President/CEO

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Musink Tattoo Convention & Music Festival	Contract No:	R-021-19
Contact Person:	Ray Picard	Phone:	(714) 925-3327
Event Dates:	03/08/2019 - 03/10/2019	Hours:	Friday: 3:00 PM - 10:00 PM Saturday: 12:00 PM - 10:00 PM Sunday: 12:00 PM - 9:00 PM
Admission Price:	Single Day GA: TBD 3 Day GA: TBD Single Day VIP: TBD 3 Day VIP: TBD		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	21,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Baja Blues Restaurant	03/07/2019 06:00 AM - 11:30 PM	Move In	425.00
Costa Mesa Building (#10)	03/07/2019 06:00 AM - 11:30 PM	Move In	2,187.50
Huntington Beach Building (#12)	03/07/2019 06:00 AM - 11:30 PM	Move In	1,687.50
The Hangar	03/07/2019 06:00 AM - 11:30 PM	Move In	1,787.50
Friday			
Baja Blues Restaurant	03/08/2019 03:00 PM - 10:00 PM	Event	850.00
Costa Mesa Building (#10)	03/08/2019 03:00 PM - 10:00 PM	Event	4,375.00
Huntington Beach Building (#12)	03/08/2019 03:00 PM - 10:00 PM	Event	3,375.00
The Hangar	03/08/2019 03:00 PM - 10:00 PM	Event	3,575.00
Saturday			
Baja Blues Restaurant	03/09/2019 12:00 PM - 10:00 PM	Event	850.00
Costa Mesa Building (#10)	03/09/2019 12:00 PM - 10:00 PM	Event	4,375.00
Huntington Beach Building (#12)	03/09/2019 12:00 PM - 10:00 PM	Event	3,375.00
The Hangar	03/09/2019 12:00 PM - 10:00 PM	Event	3,575.00
Sunday			
Baja Blues Restaurant	03/10/2019 12:00 PM - 09:00 PM	Event	850.00
Costa Mesa Building (#10)	03/10/2019 12:00 PM - 09:00 PM	Event	4,375.00
Huntington Beach Building (#12)	03/10/2019 12:00 PM - 09:00 PM	Event	3,375.00
The Hangar	03/10/2019 12:00 PM - 09:00 PM	Event	3,575.00
Monday			
Baja Blues Restaurant	03/11/2019 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	03/11/2019 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	03/11/2019 06:00 AM - 12:00 PM	Move Out	No Charge
The Hangar	03/11/2019 06:00 AM - 12:00 PM	Move Out	No Charge

Move out must be completed by 12:00 Noon on Monday - March 11, 2019 to avoid additional charges. **Total: 42,612.50**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line (Ticket Sales)	03/08/2019 - 03/10/2019	1.00 EA	150.00 DAY	450.00
10 MB Internet - Hard Line (Merch Sales)	03/08/2019 - 03/10/2019	1.00 EA	150.00 DAY	450.00
10 MB Internet - Hard Line (B10 Office)	03/08/2019 - 03/10/2019	1.00 EA	150.00 DAY	450.00
25 MB Internet - Hard Line (Hangar Office)	03/08/2019 - 03/10/2019	1.00 EA	250.00 DAY	750.00
100 MB Internet - Hard Line (Tattoo Vendors)	Estimate Only	1.00 EA	5,000.00 EVT	5,000.00
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop	Estimate 13	13.00 EA	70.00 EA	910.00
100 Amp Drop	Estimate 2	2.00 EA	180.00 EA	360.00
40 Yard Dumpster	Estimate 5	5.00 EA	136.86 EA	684.30
4-Channel Audio Mixer	TBD	TBD EA	35.00 DAY	TBD
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 25	25.00 EA	15.00 EA	375.00
Dumpster	TBD	TBD EA	18.00 EA	TBD
Electrical Splitter Box	Estimate 24	24.00 EA	55.00 EA	1,320.00
Electrical Usage - Bldg 12	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Electrical Usage - Bldg 10	Estimate Only	1.00 EA	2,250.00 EVT	2,250.00
Electrical Usage - The Hangar	Estimate Only	1.00 EA	3,000.00 EVT	3,000.00
Electrical Usage - Artist Trailers	Estimate Only	1.00 EA	375.00 EVT	375.00
Forklift (40 Yard Dumpster)	Estimate 30 Hours	30.00 HR	75.00 EA	2,250.00
Forklift	Estimate 16 Hours	16.00 HR	75.00 HR	1,200.00
Forklift (Rockstar, 2018 = 6 HR)	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 1 Day	Estimate 85	85.00 EA	4.00 EA	340.00

EXHIBIT A

Event Information

Hang Tag - 3 Day	Estimate 510	510.00	EA	12.00	EA	6,120.00
Man Lift	Estimate 13 Hours	13.00	HR	75.00	HR	975.00
Marquee Board (4 Consecutive Weeks)	02/11/2019 - 03/10/2019	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	03/08/2019 - 03/10/2019	2.00	EA	75.00	DAY	450.00
Public Address System (2 Buildings)	03/08/2019 - 03/10/2019	2.00	EA	75.00	DAY	450.00
Public Address System (Baja Blues)	03/08/2019 - 03/10/2019	1.00	EA	75.00	DAY	225.00
Scissor Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Stanchion	Estimate 58	58.00	EA	5.00	EA	290.00
Sweeper (In-House)	Estimate 24 Hours	24.00	HR	75.00	HR	1,800.00
Ticket Booth (Double Window)	Estimate 3	3.00	EA	100.00	EA	300.00
Tonnage Weight (40 Yard Dumpster)	Estimate 20	20.00	TON	50.92	EVT	1,018.40
Wireless Internet Router	Estimate 11	11.00	EA	75.00	EA	825.00
Yellow Bollard (Rockstar)	Estimate 8	8.00	EA	15.00	EA	120.00
Yellow Bollard (Musink)	TBD	TBD	EA	15.00	EA	TBD
Total:						34,687.70

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	300.00
Grounds Attendant	Estimate 50 Hours	50.00	HR	1,150.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	368.00
Electrician	Estimate 16 Hours	16.00	HR	920.00
Plumber	Estimate 5 Hours	5.00	HR	287.50
Event Day				
Grounds Attendant Lead	03/08/2019 12:00 PM - 03/09/2019 01:00 AM	1.00	EA	390.00
Grounds Attendant	03/08/2019 12:00 PM - 03/09/2019 01:00 AM	6.00	EA	1,794.00
Janitorial Attendant	03/08/2019 11:00 AM - 11:00 PM	13.00	EA	3,588.00
Janitorial Attendant	03/08/2019 02:00 PM - 11:00 PM	1.00	EA	207.00
Janitorial Attendant - VIP	03/08/2019 03:00 PM - 03/09/2019 12:00 AM	2.00	EA	414.00
Electrician	03/08/2019 09:00 AM - 10:00 PM	1.00	EA	747.50
Grounds Attendant Lead	03/09/2019 10:00 AM - 03/10/2019 12:00 AM	1.00	EA	420.00
Grounds Attendant	03/09/2019 10:00 AM - 03/10/2019 12:00 AM	6.00	EA	1,932.00
Janitorial Attendant	03/09/2019 11:00 AM - 11:00 PM	14.00	EA	3,864.00
Janitorial Attendant	03/09/2019 04:00 PM - 03/10/2019 12:00 AM	4.00	EA	736.00
Janitorial Attendant - VIP	03/09/2019 12:00 PM - 11:00 PM	3.00	EA	759.00
Electrician	03/09/2019 03:30 PM - 10:00 PM	1.00	EA	373.75
Grounds Attendant Lead	03/10/2019 10:00 AM - 03/11/2019 12:00 AM	1.00	EA	420.00
Grounds Attendant	03/10/2019 10:00 AM - 03/11/2019 12:00 AM	6.00	EA	1,932.00
Janitorial Attendant	03/10/2019 11:00 AM - 10:30 PM	16.00	EA	4,232.00
Janitorial Attendant - VIP	03/10/2019 12:00 PM - 10:00 PM	2.00	EA	460.00
Electrician	03/10/2019 03:30 PM - 09:30 PM	1.00	EA	345.00
Clean Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	300.00
Grounds Attendant	Estimate 65 Hours	65.00	HR	1,495.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	736.00
Electrician	Estimate 12 Hours	12.00	HR	690.00
Plumber	Estimate 3 Hours	3.00	HR	172.50
Event Sales & Services				
Event Coordinator	03/08/2019 02:00 PM - 10:30 PM	1.00	EA	399.50
Event Coordinator	03/09/2019 11:00 AM - 10:30 PM	1.00	EA	540.50
Event Coordinator	03/10/2019 11:00 AM - 09:30 PM	1.00	EA	493.50
Parking				
Parking Attendant Lead	Estimate 16 Hours	16.00	HR	480.00
Parking Attendant*	Estimate 64 Hours	64.00	HR	1,472.00

*Artist/Production Gates

EXHIBIT A

Event Information

Security & Traffic

Security Attendant**	03/08/2019 02:00 PM - 10:30 PM	2.00	EA	23.00	HR	391.00
Security Attendant**	03/09/2019 11:00 AM - 10:30 PM	2.00	EA	23.00	HR	529.00
Security Attendant**	03/10/2019 11:00 AM - 09:30 PM	2.00	EA	23.00	HR	483.00

***Two (2) Security Attendants outside event perimeter*

Security Attendant***	03/08/2019 04:45 PM - 09:45 PM	1.00	EA	23.00	HR	115.00
Security Attendant***	03/09/2019 05:45 PM - 10:45 PM	1.00	EA	23.00	HR	115.00
Security Attendant***	03/10/2019 04:45 PM - 09:45 PM	1.00	EA	23.00	HR	115.00

****One (1) Security Attendant patrol parking lots*

Technology

Set Up

Technology Attendant	Estimate 2.5 Hours	2.50	HR	47.00	HR	117.50
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Event Days

Technology Attendant	03/08/2019 02:30 PM - 10:00 PM	1.00	EA	47.00	HR	352.50
Technology Attendant	03/09/2019 12:00 PM - 10:00 PM	1.00	EA	47.00	HR	470.00
Technology Attendant	03/10/2019 12:00 PM - 09:00 PM	1.00	EA	47.00	HR	423.00

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

Emergency Medical Services	03/08/2019 02:00 PM - 11:00 PM	4.00	EA	24.00	HR	864.00
Emergency Medical Services	03/09/2019 11:00 AM - 11:00 PM	4.00	EA	24.00	HR	1,152.00
Emergency Medical Services	03/10/2019 11:00 AM - 10:00 PM	4.00	EA	24.00	HR	1,056.00
Orange County Sheriff Services	Estimate Only (\$25,747.95 in 2018)	1.00	EA	25,800.00	EVT	25,800.00
Sound Engineer	03/08/2019 - 03/10/2019	1.00	EA	750.00	DAY	2,250.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	3.00	HR	263.00	HR	789.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,600.00	EVT	4,600.00

Total: 72,140.75

Summary

Facility Rental Total	\$42,612.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$106,828.45
Refundable Deposit	\$5,000.00

Grand Total: \$154,440.95

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	01/11/2019	\$77,220.95
Second Payment	02/08/2019	\$77,220.00

Total: \$154,440.95

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

DATE **March 20, 2019**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **MOBILEMONEY, Inc.** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **Beginning June 1, 2019 and ending on May 31, 2020**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

Various locations, as indicated in Exhibit "A"

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

TO PROVIDE AND MAINTAIN ATM MACHINES

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

Not less than 58% of all customer surcharge transaction processing fees

- 5. **Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.**
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, dba California Partnership Marketing Group) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

MOBILEMONEY, Inc.
941 Calle Negocio
San Clemente, CA 92673

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

By _____ Date: _____

By _____ Date: _____

Title: Larry Dunnwald, Chief Executive Officer

Title: Kathy Kramer, Chief Executive Officer

AGREEMENT: R-023-19
DATE: February 13, 2019
WITH: MOBILEMONEY, Inc.
PHONE: (888) 414-6866

EXHIBIT "A"

This Agreement covers ATM services to be provided by MOBILEMONEY, Inc., hereinafter called the Contractor, for the 32nd District Agricultural Association, hereinafter called the District.

DATES OF AGREEMENT: June 1, 2019 and ending on May 31, 2020

Contractor shall locate mobile ATMs at District's facility as negotiated with the District. District is willing to permit Contractor to locate the mobile ATMs based on the terms and conditions set forth herein.

Contractor makes no representation or warranties with regard to the size of the attendance at the events or the level of business that will be done by the mobile ATMs.

OPERATING PRIVILEGE

1. The District hereby grants Contractor the sole and exclusive right and privilege to place, position, operate and maintain mobile ATMs at the OC Fair & Event Center. This shall not apply to permanent stationary ATMs existing at the facility prior to the effective date of this agreement.
2. Contractor's occupancy shall be limited to Automated Teller Machines provided by Contractor and serviced by Contractor to maintain, replenish and improve accessibility of cash.
3. Contractor shall possess the right to occupy the space(s) described below, subject to the terms and conditions of this agreement to provide, place and maintain various ATMs on District Property as designated by District Management.
4. Contractor shall also provide labor, customer support, supplies and materials related to the ATMs.
5. Contractor shall ensure that malfunctioning machines are repaired or replaced within sixty (60) minutes during all events.
6. Contractor shall maintain sufficient amounts of cash in all ATMs at all times. District reserves the right to designate sufficiency of cash in each machine.
7. Contractor shall, at its own expense, maintain an adequate supply of paper and ribbons for ATM usage.
8. Contractor shall ensure that all machines remain clean from dirt and debris, and all signage remains visible and attractive to the District's satisfaction.
9. Contractor warrants, including the condition of the ATMs, its merchantability or fitness for particular purpose, and its ability to be licensed, permitted and registered to provide the service to be rendered to District hereunder.
10. District shall extend dedicated operating electrical power for Contractor within three (3) feet of an ATM site and provide power at District cost. All other expenses associated with the contract shall be the sole responsibility of Contractor, in addition to the expense of installation and monthly recurring costs.

PLACEMENT OF ATMs

11. Contractor may not transfer or move ATMs without prior approval from the District.
12. Locations of ATMs shall be designated by District Management. At District's sole discretion, locations may change from time to time in accordance with the numerous events located on District property. District agrees to provide Contractor five (5) days advance notification of such events in order for Contractor to facilitate the transfer of machines and/or to increase number of machines.
13. There shall be a minimum of eight (8) permanent ATMs at various locations on District property.
 - a. One (1) east of the Baja Blues ramp during the Speedway Season
 - b. One (1) inside the Baja Blues
 - c. Two (2) west portion of the Main Mall
 - d. One (1) east portion of the Main Mall
 - e. Two (2) east of Blue Gate
 - f. One (1) near Fair Drive in Parking Lot A near the Orange County Market Place snack bar
14. The District will provide one (1) electrical power outlet (110 Volt) for each ATM.

PAYMENT

15. Contractor agrees to pay to the District, for rights and privileges hereby granted, an amount for each transaction made at the ATMs called a transaction processing fee or surcharge fee. A "transaction" shall mean any withdrawal made from a cardholder's account for which a transaction processing fee or surcharge fee is collected. No other service related charges, fees or transaction surcharges except for the above transaction processing fees shall be permitted, dispersed, paid or quantified by Contractor.
16. The Customer Transaction Processing Fee shall be solely determined by the District. The Customer Transaction Processing Fee shall be \$3.50 per transaction. Each individual transaction may involve withdrawals up to \$200.00.
17. Contractor agrees to pay the District an amount not less than 58% per transaction processing fee.
18. District Management reserves the right to adjust the Customer Transaction Processing Fee at any time.
19. Contractor agrees that payments to the District for transaction processing fees shall be due by the 10th day of each month for the prior month's transactions, including a summary of transactions for each machine. During the annual OC Fair, daily activity reports must be provided to the District as requested by the District.
20. In the event any transaction or daily settlement amount is disputed by a cardholder's financial institution or the processor and, as a result, charged back by that cardholder's financial institution or processor, Contractor shall be responsible for that amount plus any assessed fees. Contractor shall not offset or reduce any transaction processing fees payable to the District.

ADVERTISING/SPONSORSHIP

21. District and contractor shall mutually agree on revenue sharing terms prior to District pursuing sponsorship branding or advertisements on ATM's, excluding presentation of District's logo or OC Fair theme artwork/video screen messaging which the District may implement at any time. Contractor will help facilitate the branding or advertising, but shall be reimbursed for any out of pocket expenses for extra signage or advertising fees.

INSURANCE

22. Contractor agrees to provide and maintain proper insurance coverage against loss, theft, damage and/or destruction of the ATMs.
23. Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements), must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in the termination of said contract. If at any time during the term of the contract, Contractor fails to maintain any of the insurance requirements, the District may, at District's option and in addition to all other remedies available, declare a material breach of contract by the Contractor, and terminate the contract.
24. The phrase "fails to maintain any of the insurance requirements" shall include, but is not limited to, notification received by District that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent. In no event is District responsible for the payment of premiums or deductibles of any required coverage. It is the intent of the parties that Contractor's insurance coverage shall be primary and that any separate coverage available to District, the State of California, and other additional insureds named in the contract, shall be secondary. Nothing contained in the Agreement shall be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified below shall not be construed to relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude District from taking other actions available to it under the contract documents or by law.

COMPLIANCE

25. Contractor agrees it will comply with all applicable laws, rules and regulations of the State and Federal jurisdictions, including but not limited to all laws, rules and regulations relating to the use, licensing and/or operations of ATMs, such as sections of the Americans with Disabilities Act Accessibility Guidelines.
26. District agrees that the processing services provided by Contractor consists in part of computer programs, procedures, forms and other related materials which have been acquired, licensed or developed by Contractor and are trade secrets which are of great value to Contractor. District will make its best efforts not to disclose to others any confidential or propriety information. All service and trademarks developed by Contractor shall be the property of Contractor.
27. Contractor warrants that it has not been terminated from settlement or card transactions by any financial institution or determined to be in violation of MasterCard or Visa rules and regulations.
28. Contractor shall comply with all applicable laws and regulations, and obtain necessary licenses, permits and/or registrations to conduct its business and provide processing services herein.
29. The District retains the right of final approval for all work to be performed.
30. Contractor shall be responsible for property damaged, lost or destroyed due to negligence or intentional acts of Contractor or its employees. Contractor shall be responsible for the conduct of its subcontractors, employees and/or agents.
31. Contractor agrees to provide a written confirmation of costs, for approval by District Management, prior to the initiation of any additional requested services.
32. Contractor and Contractor's employees shall dress uniformly and shall be courteous and efficient as well as neat and clean in appearance at all times. Identification as Contractor's employee shall be prominently displayed at all times.
33. Contractor agrees to comply with any requirements arising from any audits/evaluations conducted by District management, the Department of Food & Agriculture, and/or the Attorney General's Office.

34. Contractor's performance during the entire period of the contract shall be subject to the supervision of District Management. Contractor agrees that District Management, at its sole discretion, may determine that a person or agent utilized by Contractor is detrimental to District operations due to his or her appearance, conduct or demeanor. Contractor agrees to remove such person or agent from operations as a result of such matter. Determination by District Management regarding these matters shall be final.
35. Contractor agrees to observe and comply with all fire regulations as required by State Fire Marshal.
36. Contractor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter any ticket, admission, permit or license issued by the District to Contractor or its employees.
37. It is mutually agreed that the awarded contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the District.
38. In no way will the awarded contract create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.
39. It is mutually understood and agreed that no alteration or variation of the terms of the contract shall be valid unless made in writing and signed by the parties hereto. No oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
40. The Agreement is not binding upon the District until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food & Agriculture. Contractor represents and warrants that the signatory to the contract is empowered to represent Contractor to enter into the contract and to bind Contractor to the terms and conditions contained herein.
41. Contractor must maintain one or more representatives who are authorized to take immediate action upon the request of District Management. This person must be identified to the District as Contractor's authorized representative.
42. All vehicles and equipment shall be provided by Contractor. All vehicles and equipment must be maintained and clean in a like new condition at all times. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. The District will not be held responsible for lost or stolen vehicles or equipment.
43. 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.
44. Megan's Law Screening: 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, include searches for sex offender registration. Entities 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 (Part X).
45. 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.
46. The District reserves the right to terminate any contract at any time by giving 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.
47. The District is aware that Contractor contracts armed personnel to be on site to service their equipment.

FAIR TIME

48. Up to five (5) Contractor employees, representatives or agents will be granted free admittance during the annual OC Fair for the purpose of service, technical support and security of the mobile ATMs.
49. Two (2) parking spaces will be granted during the annual OC Fair for above specified technical support.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Organic Gardening Club** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
Beginning January 1, 2019 and ending December 31, 2019
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
Orange County Organic Gardening Club Meetings
- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$90.00 per month - Monthly Club Meeting
\$120.00 per additional meetings
- 5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Orange County Organic Gardening Club
16027 Brookhurst Street, #1269
Fountain Valley, CA 92843

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

By_____Date_____

By_____Date_____

Title: Sheryllyn McClintock, President

Title: Michele Richards, V.P. Business Development

AGREEMENT: R-053-19
DATED: March 20, 2019
WITH: Orange County Organic Gardening Club
PHONE: (714) 401-7101

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2019 and ending December 31, 2019

BUILDING(S)/LOCATION(S):

Silo Building

RENTER AGREES:

- That the term of this Agreement is from January 1, 2019 through December 31, 2019.
- **To conduct monthly meetings on the second Tuesday of the following months, January, February, March, April, May, September, October, November and December (see dates below). Monthly Orange County Organic Gardening Club meetings are scheduled from 7:00 PM to 9:00 PM but may begin as early as 6:30 PM. Teardown is to be concluded by 10:30 PM.**

**January 8th, February 12th, March 12th, April 9th, May 14th, September 10th,
October 8th, November 12th, December 10th**

- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of Orange County Organic Gardening Club will access the property on Monday through Friday at Main Gate off Fair Drive, and enter fairgrounds through the Centennial Farm Gate. Should Gate 1 need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of Orange County Organic Gardening Club can access the property at Gate 4 off of Arlington Drive.
- That parking around the building is not permitted. Staff and members are required to park in Lot B or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- To provide all supplies, paper goods, coffee pots and food items necessary to conduct monthly meetings.
- To remove all Orange County Organic Gardening Club supplies and equipment after each meeting. Renter understands that there is no storage space available for Orange County Organic Gardening Club equipment.
- To leave the facilities in same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (*see Exhibit F for Silo layout*).
- That all trash generated by Orange County Organic Gardening Club be taken out to appropriate disposal area outside the Silo Building.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact Security & Traffic Department at (714) 708-1588. Security & Traffic will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for January 1, 2019 through December 31, 2019.
- To pay \$90.00 per month for use of the Silo Building for one club meeting per month. Additional meetings will be charged at \$120.00 per meeting.

32nd District (OCFEC) will provide:

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

Payment Schedule:

Payment of \$810.00 is due on or before January 4, 2019 for period covering January through December.

A \$25.00 late fee will be added if payment is not received by tenth (10th) day of applicable following calendar month.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Clutter, Inc.** hereinafter, called the Rentor

WITNESSETH:

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

March 1 - December 31, 2019

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

Parking Space in Parking Lot H

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

Parking Space Rental

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

March - December \$2,700.00 per month

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the next page are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Clutter, Inc.
3526 Hayden Avenue
Culver City, CA 90230

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

By _____ Date: _____

By _____ Date: _____

Title: Ben Warner, VP of Finance

Title: Michele A. Richards, V.P. Business Development

AGREEMENT: R-057-19
DATED: March 10, 2019
WITH: Clutter, Inc.
PHONE: (951) 472-6761

EXHIBIT "A"

DATE(S) OF EVENT: March 1, 2019 through December 31, 2019

LOCATION(S):

Parking (storage) space in Parking Lot G or Parking Lot H depending on OCFEC availability

RENTER AGREES:

- That parking (storage) space is for five (5) trucks between 23' and 33' long
- That no utilities or facilities will be used by Renter.
- That no hazardous materials of any kind will be stored in or around the trailer.
- That there will be nothing stored outside of the trailer at any time, nor anything stored in parking (storage) space when trailer is not occupying the space.
- **Fairtime Exception:** The trailers will be removed from the space by Sunday July 1st prior to the commencement of the OC Fair. The trailer will be returned to the space after Sunday, August 18th following conclusion of the OC Fair.
- Clutter, Inc. will be advised by District (OCFEC) if there are restrictions to access of storage units during events at the OC Fair & Event Center (OCFEC). If restrictions occur District (OCFEC) will make accommodations for Clutter, Inc. to access storage units.
- That the dates below are subject to **NO ACCESS** onto OCFEC premises. Schedule accordingly to avoid these dates. If Renter wishes to conduct any such activities, Renter must notify the OCFEC Event Sales and Services Department at (714) 708-1572 for prior approval. OCFEC to contact Renter if any additions or deletions are made to the event dates as follows
 - March 16 - 17 Classic Auto Show
 - April 26 - 28 America's Family Pet Expo
 - May 3 - 5 OC Marathon
 - May 25 - 26 Scottish Festival
 - August 31 - September 1 Great Labor Day Cruise
 - September 13 - 15 Sand Sports Super Show
 - September 28 Cruisin' for a Cure
- That event dates are subject to change and additional No Access days may be added as events are booked.
- That trailer will not be occupied, nor will preparation of any food or beverage take place while stored in space.
- That District (OCFEC) is in no way responsible for the Renter's trailer or its contents.
- That the Renter does not have exclusive use of Parking Lot G or Parking Lot H depending on OCFEC availability.
- To accept the current space location as is. Should Renter wish to make any changes, Renter must first obtain written approval from OCFEC Management. All changes resulting in additional cost will be at Renter's expense.

- To refrain from discussing this arrangement with other vendors and personnel of the Orange County Market Place.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District (OCFEC) property.
- That in the event that above stated area is no longer available to Renter, District (OCFEC) reserves the right to relocate parking (storage) space. If no suitable space is available, thirty (30) days notice will be provided and any pre-paid rent will be refunded.

PAYMENT SCHEDULE:

March - December, 2019

\$2,700.00 per month, due on or before the 5th of each month.

LATE PAYMENTS: Payments received after the 10th of any month will be subject to a \$25.00 late fee.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Newport Beach Police Department** hereinafter, called the Rentor

WITNESSETH:

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

January 1 - December 31, 2019

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

See Exhibit A

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

NBPD Officer Training

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

\$100.00 per day

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the next page are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Newport Beach Police Department
870 Santa Barbara Drive
Newport Beach, CA 92660**

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

By _____ Date: _____

By _____ Date: _____

Title: Brian Haas, Sergeant

Title: Michele A. Richards, V.P. Business Development

EXHIBIT "A"

Event Name: Newport Beach Police Department Officer Training **Contract No:** R-059-19
Contact Person: Brian Haas **Phone:** (949) 644-3744
Event Dates: 01/01/2019 - 12/31/2019 **Hours:** 08:00 AM - 05:00 PM
Projected Attendance: 15

LOCATION(S):

Parking Lot H \$ 100.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training to take place at the OC Fair & Event Center during the 2019 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance by January 18, 2019.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Security and Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety and Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Lot H and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

April 8 - 14, 2019

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

See Exhibit A

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

Vital Link/Imaginology - STEM and the Arts Career Showcase

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

Payment - \$3,190.50
In-Kind Trade - \$37,574.00

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Vital Link
15401 Redhill Avenue, Suite F
Tustin, CA 92780

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

By_____Date:_____

By_____Date:_____

Title: Kathy Johnson, Executive Director

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	IKT Vital Link/Imaginology - STEM and the Arts Career Showcase	Contract No:	R-060-19
		Phone:	(714) 206-3889
Contact Person:	Arantxa Guillen	Hours:	Thursday VIP: 3:30 PM - 6:00 PM Friday: 9:00 AM - 3:00 PM Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Free	Projected Attendance:	1,000
Vehicle Parking Fee:	\$9.00 General Parking		

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Costa Mesa Building (#10)	04/08/2019 07:30 AM - 10:00 PM	Move In	2,187.50*
Santa Ana Pavilion (Parade of Products)	04/08/2019 07:30 AM - 10:00 PM	Move In	987.50*
Tuesday			
Costa Mesa Building (#10)	04/09/2019 07:30 AM - 10:00 PM	Move In	2,187.50*
Santa Ana Pavilion (Parade of Products)	04/09/2019 07:30 AM - 10:00 PM	Move In	987.50*
Wednesday			
Costa Mesa Building (#10)	04/10/2019 07:30 AM - 10:00 PM	Move In	2,187.50*
Santa Ana Pavilion (Parade of Products)	04/10/2019 07:30 AM - 10:00 PM	Move In	987.50*
Thursday			
Costa Mesa Building (#10)	04/11/2019 07:30 AM - 03:30 PM	Move In	2,187.50*
Santa Ana Pavilion (Parade of Products)	04/11/2019 07:30 AM - 10:00 PM	Move In	987.50*
Costa Mesa Building (#10)	04/11/2019 03:30 PM - 06:00 PM	Event	Included
Friday			
Costa Mesa Building (#10)	04/12/2019 09:00 AM - 03:30 PM	Event	4,375.00*
Santa Ana Pavilion (Parade of Products)	04/12/2019 09:00 AM - 03:00 PM	Event	1,975.00*
Saturday			
Costa Mesa Building (#10)	04/13/2019 10:00 AM - 05:00 PM	Event	4,375.00*
Santa Ana Pavilion (Parade of Products)	04/13/2019 10:00 AM - 05:00 PM	Event	1,975.00*
Sunday			
Costa Mesa Building (#10)	04/14/2019 10:00 AM - 05:00 PM	Event	4,375.00*
Santa Ana Pavilion (Parade of Products)	04/14/2019 10:00 AM - 05:00 PM	Event	1,975.00*

Move out must be completed by 11:59 PM on Sunday - April 14, 2019 to avoid additional charges.

***Imaginology In-Kind Trade: 31,750.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Vital Link				
10 MB Internet - Hard Line	04/11/2019 - 04/14/2019	1.00 EA	150.00 DAY	600.00
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Vital Link Total:				897.00
Imaginology				
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	300.00 EVT	300.00
Public Address System (Per Building)	04/12/2019 - 04/14/2019	1.00 EA	75.00 DAY	225.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00

***Imaginology In-Kind Trade: 990.00**

EXHIBIT A

Event Information Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Vital Link				
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	23.00 EA	184.00
Event Day				
VIP Reception				
Grounds Attendant	04/11/2019 02:30 PM - 07:00 PM	1.00 EA	23.00 HR	103.50
Janitorial Attendant	04/11/2019 02:30 PM - 07:00 PM	2.00 EA	23.00 HR	207.00
<u>Safety & Security</u>				
Security Attendant - Overnight	04/11/2019 07:00 PM - 04/12/2019 08:00 AM	1.00 EA	23.00 HR	299.00
Total:				793.50
Imaginology				
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	23.00 EA	184.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	23.00 EA	184.00
Electrician	Estimate 3 Hours	3.00 HR	57.50 EA	172.50
Event Day				
Imaginology				
Grounds Attendant	04/12/2019 08:00 AM - 03:00 PM	1.00 EA	23.00 HR	161.00
Janitorial Attendant	04/12/2019 08:00 AM - 03:00 PM	2.00 EA	23.00 HR	322.00
Electrician	TBD	TBD EA	57.50 HR	TBD
Grounds Attendant	04/13/2019 09:00 AM - 05:00 PM	1.00 EA	23.00 HR	184.00
Janitorial Attendant	04/13/2019 09:00 AM - 05:00 PM	2.00 EA	23.00 HR	368.00
Electrician	TBD	TBD EA	57.50 HR	TBD
Grounds Attendant	04/14/2019 09:00 AM - 05:00 PM	1.00 EA	23.00 HR	184.00
Janitorial Attendant	04/14/2019 09:00 AM - 05:00 PM	2.00 EA	23.00 HR	368.00
Electrician	04/14/2019 09:00 AM - 05:00 PM	0.00 EA	57.50 HR	0.00
Clean Up				
Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
Grounds Attendant	Estimate 7 Hours	7.00 HR	23.00 HR	161.00
Janitorial Attendant	Estimate 12 Hours	12.00 HR	23.00 HR	276.00
Electrician	Estimate 3 Hours	3.00 HR	57.50 HR	172.50
<u>Event Sales & Services</u>				
Event Coordinator	04/12/2019 08:00 AM - 03:00 PM	1.00 EA	47.00 HR	329.00
Event Coordinator	04/13/2019 09:00 AM - 05:00 PM	1.00 EA	47.00 HR	376.00
Event Coordinator	04/14/2019 09:00 AM - 05:00 PM	1.00 EA	47.00 HR	376.00
<u>Safety & Security</u>				
Security Attendant - Overnight	04/12/2019 03:00 PM - 04/13/2019 08:00 AM	1.00 EA	23.00 HR	391.00
Security Attendant - Overnight	04/13/2019 05:00 PM - 04/14/2019 08:00 AM	1.00 EA	23.00 HR	345.00
<u>Technology</u>				
Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00
*Imaginology In-Kind Trade:				4,834.00

Summary

<u>OCFEC In-Kind Trade</u>			
Facility Rental Total			\$31,750.00
Estimated Equipment, Reimbursable Personnel and Services Total			\$5,824.00
*In-Kind Trade:			\$37,574.00

EXHIBIT A

Event Information

Vital Link

Estimated Equipment, Reimbursable Personnel and Services Total	\$1,690.50
Parking Buyout (VIP Reception)	TBD
Refundable Deposit	\$1,500.00
Vital Link Grand Total:	\$3,190.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/08/2019	\$3,190.50
Total:		\$3,190.50

Please Remit Payment in *Check Only*

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

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

IN-KIND TRADE

In exchange for **\$37,574.00 In-Kind Trade** (See Exhibit A), it has been mutually agreed that Vital Link will provide trade opportunities to OCFEC as follows:

1. Imaginology logo on 10,000 program flyers that are distributed to Orange County schools
2. Imaginology logo on Vital Link posters
3. Imaginology logo on Vital Link website with inclusion of URL link to 2019 OC Fair Imaginology event page of ocfair.com
4. Imaginology logo on Vital Link event banners
5. Imaginology logo in Vital Link e-newsletter
6. Imaginology featured in Vital Link e-newsletter article
7. Imaginology branding connectivity with STEM and the Arts Career Showcase
8. All Vital Link news releases and media outreach will list 2019 OC Fair Imaginology Event
9. Full page listing in Vital Link VIP Program
10. VIP reception tickets
11. 2019 OC Fair Imaginology spokesperson to have opportunity to share remarks at VIP Reception
12. Special recognition by emcee at VIP Reception
13. Participation in Vital Link awards ceremony
14. Numerous Vital Link exhibits and interactive demonstrations on display in Costa Mesa Building and Santa Ana Pavilion throughout the **April 12 - 14, 2018** OC Fair Imaginology Event

BANNERS

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

DRONES

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

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

EXHIBIT A

Event Information

- Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from law enforcement authority.
- OCFEC will notify the Federal Aviation Administration and/or the Joint Terrorism Task Force (JTTF), and/ or any other law enforcement authority deemed necessary of any incidents involving airborne aircraft or any other unauthorized remote controlled ground based vehicles.
- Events requiring the use of any such prohibited items listed above must receive a prior written notification of approval from OCFEC or the proper law enforcement authority. Any and all entities requesting to utilize a remotely controlled device must sign the appropriate documentation prior to bringing any such equipment on to, above or below OCFEC property.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PARKING BUYOUT - VITAL LINK

Vital Link will be responsible for VIP Reception parking buyout at \$9.00 per vehicle. A final count of attendees must be submitted by **Monday - April 15, 2019**. Payment is due by no later than **Thursday - April 18, 2019**.

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

May 15 - 20, 2019

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

See Exhibit A

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

OC Night Market

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

\$122,389.12

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Jonny Hwang, Promoter

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	OC Night Market	Contract No:	R-066-19
Contact Person:	Jonny Hwang	Phone:	(626) 765-5066
Event Dates:	05/17/2019 - 05/19/2019	Hours:	Friday: 4:00 PM - 12:00 AM Saturday: 4:00 PM - 12:00 AM Sunday: 4:00 PM - 11:00 PM

Admission Price: Adult: \$5.00 Child: 6 & Under Free

Vehicle Parking Fee: \$9.00 General Parking **Projected Attendance:** 20,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
OC Promenade (Span)	05/15/2019 07:00 AM - 05:00 PM	Move In	1,137.50
Parking Lot G	05/15/2019 07:00 AM - 05:00 PM	Move In	487.50
Parking Lot I	05/15/2019 07:00 AM - 05:00 PM	Move In	975.00
Thursday			
OC Promenade (Span)	05/16/2019 07:00 AM - 05:00 PM	Move In	1,137.50
Parking Lot G	05/16/2019 07:00 AM - 05:00 PM	Move In	487.50
Parking Lot I	05/16/2019 07:00 AM - 05:00 PM	Move In	975.00
Friday			
OC Promenade (Span)	05/17/2019 04:00 PM - 12:00 AM	Event	2,275.00
Parking Lot G	05/17/2019 04:00 PM - 12:00 AM	Event	975.00
Parking Lot I	05/17/2019 04:00 PM - 12:00 AM	Event	1,950.00
Saturday			
OC Promenade (Span)	05/18/2019 04:00 PM - 12:00 AM	Event	2,275.00
Parking Lot G	05/18/2019 04:00 PM - 12:00 AM	Event	975.00
Parking Lot I	05/18/2019 04:00 PM - 12:00 AM	Event	1,950.00
Sunday			
OC Promenade (Span)	05/19/2019 04:00 PM - 11:00 PM	Event	2,275.00
Parking Lot G	05/19/2019 04:00 PM - 11:00 PM	Event	975.00
Parking Lot I	05/19/2019 04:00 PM - 11:00 PM	Event	1,950.00
Monday			
OC Promenade (Span)	05/20/2019 10:00 AM - 05:00 PM	Move Out	No Charge
Parking Lot G	05/20/2019 10:00 AM - 05:00 PM	Move Out	No Charge
Parking Lot I	05/20/2019 10:00 AM - 05:00 PM	Move Out	No Charge

Move out must be completed by 5:00 PM on Monday - May 20, 2019 to avoid additional charges. **Total: 20,800.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 15	15.00 EA	25.00 EA	375.00
30 Amp Drop	Estimate 4	4.00 EA	50.00 EA	200.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
40 Yard Dumpster	Estimate 10	10.00 EA	136.86 EA	1,368.60
Barricade (Metal)	Estimate 125	125.00 EA	15.00 EA	1,875.00
Cable Ramp	Estimate 140	140.00 EA	15.00 EA	2,100.00
Concrete Base	Estimate 10	10.00 EA	75.00 EA	750.00
Dumpster	TBD	TBD EA	18.00 EA	TBD
Electrical Splitter Box	Estimate 95	95.00 EA	55.00 EA	5,225.00
Electrical Usage (Stage)	Estimate Only	TBD EA	TBD EVT	TBD
Electrical Usage	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
Forklift	Estimate 24 Hours	24.00 HR	75.00 HR	1,800.00
Forklift (40 Yard Dumpster)	Estimate 35 Hours	35.00 HR	75.00 HR	2,625.00
Hang Tag - 1 Day	Estimate 75	75.00 EA	4.00 EA	300.00
Hang Tag - 3 Day	TBD	TBD EA	12.00 EA	TBD
Information Booth	TBD	TBD EA	150.00 EA	TBD
Light Tower	TBD	TBD EA	400.00 EA	TBD

EXHIBIT A

Event Information

Man Lift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Marquee Board	04/22/2019 - 05/19/2019	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 120	120.00	EA	15.00	EA	1,800.00
Portable Electronic Message Board	05/17/2019 - 05/19/2019	2.00	EA	75.00	DAY	450.00
Propane & Diesel	TBD	TBD	EA	90.00	EA	TBD
Sand Bag	TBD	TBD	EA	0.50	EA	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Estimate 10	10.00	EA	5.00	EA	50.00
Sweeper (In-House)	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Ticket Booth (Double Window)	Estimate 6	6.00	EA	100.00	EA	600.00
Tonnage Weight (40 Yard Dumpster)	Estimate 31	31.00	TON	50.92	EVT	1,578.52
Umbrella w/ Stand	TBD	TBD	EA	15.00	EA	TBD

Total: 24,652.12

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>		
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Grounds Attendant	Estimate 52 Hours	52.00	HR	23.00	HR	1,196.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	23.00	HR	736.00
Electrician	Estimate 45 Hours	45.00	HR	57.50	HR	2,587.50
Plumber	Estimate 12 Hours	12.00	HR	57.50	HR	690.00
Event Day						
Grounds Attendant Lead	05/17/2019 03:00 PM - 05/18/2019 02:00 AM	1.00	EA	30.00	HR	330.00
Grounds Attendant	05/17/2019 07:00 AM - 03:30 PM	4.00	EA	23.00	HR	782.00
Grounds Attendant	05/17/2019 03:00 PM - 05/18/2019 02:00 AM	8.00	EA	23.00	HR	2,024.00
Janitorial Attendant	05/17/2019 06:00 PM - 05/18/2019 02:00 AM	8.00	EA	23.00	HR	1,472.00
Janitorial Attendant	05/17/2019 02:00 PM - 05/18/2019 02:00 AM	18.00	EA	23.00	HR	4,968.00
Electrician	05/17/2019 03:00 PM - 05/18/2019 02:00 AM	1.00	EA	57.50	HR	632.50
Plumber	TBD	TBD	EA	57.50	HR	TBD
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Grounds Attendant	05/18/2019 07:00 AM - 03:30 PM	4.00	EA	23.00	HR	782.00
Grounds Attendant	05/18/2019 03:00 PM - 05/19/2019 02:00 AM	8.00	EA	23.00	HR	2,024.00
Janitorial Attendant	05/18/2019 03:00 PM - 05/19/2019 02:00 AM	18.00	EA	23.00	HR	4,554.00
Janitorial Attendant	05/18/2019 06:00 PM - 05/19/2019 02:00 AM	9.00	EA	23.00	HR	1,656.00
Electrician	05/18/2019 03:00 PM - 05/19/2019 02:00 AM	1.00	EA	57.50	HR	632.50
Plumber	TBD	TBD	EA	57.50	HR	TBD
Grounds Attendant Lead	05/19/2019 03:00 PM - 05/20/2019 12:00 AM	1.00	EA	30.00	HR	270.00
Grounds Attendant	05/19/2019 07:00 AM - 03:30 PM	4.00	EA	23.00	HR	782.00
Grounds Attendant	05/19/2019 03:00 PM - 05/20/2019 12:00 AM	7.00	EA	23.00	HR	1,449.00
Janitorial Attendant	05/19/2019 04:00 PM - 05/20/2019 12:00 AM	8.00	EA	23.00	HR	1,472.00
Janitorial Attendant	05/19/2019 03:00 PM - 05/20/2019 12:00 AM	18.00	EA	23.00	HR	3,726.00
Electrician	05/19/2019 03:00 PM - 05/20/2019 12:00 AM	1.00	EA	57.50	HR	517.50
Plumber	TBD	TBD	EA	57.50	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Grounds Attendant	Estimate 52 Hours	52.00	HR	23.00	HR	1,196.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	23.00	HR	736.00
Electrician	Estimate 40 Hours	40.00	HR	57.50	HR	2,300.00
Plumber	Estimate 9 Hours	9.00	HR	57.50	HR	517.50
Event Sales & Services						
Event Coordinator	05/17/2019 02:00 PM - 05/18/2019 12:30 AM	1.00	EA	47.00	HR	493.50
Event Coordinator	05/18/2019 02:00 PM - 05/19/2019 12:30 AM	1.00	EA	47.00	HR	493.50
Event Coordinator	05/19/2019 02:00 PM - 11:30 PM	1.00	EA	47.00	HR	446.50

EXHIBIT A

Event Information

Parking

Parking Attendant Lead	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Parking Attendant	Estimate 54 Hours	54.00	HR	23.00	HR	1,242.00

Safety & Security

Security Attendant - Overnight	05/16/2019 10:30 PM - 09:30 AM	2.00	EA	23.00	HR	506.00
Security Attendant Lead	05/17/2019 03:30 PM - 05/18/2019 12:30 AM	1.00	EA	30.00	HR	270.00
Security Attendant	05/17/2019 03:30 PM - 05/18/2019 12:30 AM	9.00	EA	23.00	HR	1,863.00
Security Attendant - Overnight	05/17/2019 10:30 PM - 05/18/2019 09:30 AM	2.00	EA	23.00	HR	506.00
Security Attendant Lead	05/18/2019 03:30 PM - 05/19/2019 12:30 AM	1.00	EA	30.00	HR	270.00
Security Attendant	05/18/2019 03:30 PM - 05/19/2019 12:30 AM	9.00	EA	23.00	HR	1,863.00
Security Attendant	05/18/2019 10:30 PM - 05/19/2019 09:30 AM	2.00	EA	23.00	HR	506.00
Security Attendant Lead	05/19/2019 03:30 PM - 11:30 PM	1.00	EA	30.00	HR	240.00
Security Attendant	05/19/2019 03:30 PM - 11:30 PM	9.00	EA	23.00	HR	1,656.00
Security Attendant	05/19/2019 11:30 PM - 05/20/2019 09:30 AM	2.00	EA	23.00	HR	460.00

Technology

Technology Attendant	TBD	TBD	HR	47.00	HR	TBD
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Outside Services

Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	05/17/2019 03:00 PM - 12:30 AM	3.00	EA	24.00	HR	684.00
Emergency Medical Services	05/18/2019 03:00 PM - 12:30 AM	3.00	EA	24.00	HR	684.00
Emergency Medical Services	05/19/2019 03:00 PM - 11:30 PM	3.00	EA	24.00	HR	612.00
Orange County Sheriff Services	05/17/2019	1.00	EA	4,000.00	EVT	4,000.00
Orange County Sheriff Services	05/18/2019	1.00	EA	4,000.00	EVT	4,000.00
Orange County Sheriff Services	05/19/2019	1.00	EA	4,000.00	EVT	4,000.00
Sound Engineer	05/17/2019 - 05/19/2019	1.00	EA	750.00	DAY	2,250.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	3.00	HR	263.00	HR	789.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,300.00	EVT	4,300.00

Total: 71,937.00

Summary

Facility Rental Total	\$20,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$96,589.12
Refundable Deposit	\$5,000.00

Grand Total: \$122,389.12

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$5,200.00
Second Payment	03/16/2019	\$58,599.91
Third Payment	04/15/2019	\$58,589.21

Total: \$122,389.12

Please Remit Payment in *Check or Credit Card Only*

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

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

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

EXHIBIT A

Event Information

CARGO CONTAINERS

Cargo Containers that measure 100 feet wide and are double stacked must be used as a sound barrier to mitigate any noise originating from the OC Night Market stage located in Parking Lot G.

FOOD & BEVERAGE VENDOR FEE

Incuplace, LLC agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Spectra by no later than **Monday - May 6, 2019**. Spectra will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

FUTURE TERMS

Future terms and agreements subject to change.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PEPSI BEVERAGES

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM on Sunday.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Should the Sound Monitor/Engineer or Event**

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

June 12 - 17, 2019

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

See Exhibit A

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

OC Night Market

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

\$122,389.12

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Jonny Hwang, Promoter

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	OC Night Market	Contract No:	R-067-19
Contact Person:	Jonny Hwang	Phone:	(626) 765-5066
Event Dates:	06/14/2019 - 06/16/2019	Hours:	Friday: 4:00 PM - 12:00 AM Saturday: 4:00 PM - 12:00 AM Sunday: 4:00 PM - 11:00 PM

Admission Price: Adult: \$5.00 Child: 6 & Under Free

Vehicle Parking Fee: \$9.00 General Parking **Projected Attendance:** 20,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
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Move out must be completed by 5:00 PM on Monday - June 17, 2019 to avoid additional charges. Total: 20,800.00

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EXHIBIT A

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Description	Date-Time	Units		Rate		Actual
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Plumber	TBD	TBD	EA	57.50	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Grounds Attendant	Estimate 52 Hours	52.00	HR	23.00	HR	1,196.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	23.00	HR	736.00
Electrician	Estimate 40 Hours	40.00	HR	57.50	HR	2,300.00
Plumber	Estimate 9 Hours	9.00	HR	57.50	HR	517.50
Event Sales & Services						
Event Coordinator	06/14/2019 02:00 PM - 06/15/2019 12:30 AM	1.00	EA	47.00	HR	493.50
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EXHIBIT A

Event Information

Parking

Parking Attendant Lead	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Parking Attendant	Estimate 54 Hours	54.00	HR	23.00	HR	1,242.00

Safety & Security

Security Attendant - Overnight	06/13/2019 10:30 PM - 09:30 AM	2.00	EA	23.00	HR	506.00
Security Attendant Lead	06/14/2019 03:30 PM - 06/15/2019 12:30 AM	1.00	EA	30.00	HR	270.00
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Security Attendant	06/16/2019 11:30 PM - 06/17/2019 09:30 AM	2.00	EA	23.00	HR	460.00

Technology

Technology Attendant	TBD	TBD	HR	47.00	HR	TBD
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Outside Services

Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	06/14/2019 03:00 PM - 12:30 AM	3.00	EA	24.00	HR	684.00
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Total: 71,937.00

Summary

Facility Rental Total	\$20,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$96,589.12
Refundable Deposit	\$5,000.00

Grand Total: \$122,389.12

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$5,200.00
Second Payment	04/16/2019	\$58,599.91
Third Payment	05/14/2019	\$58,589.21

Total: \$122,389.12

Please Remit Payment in *Check or Credit Card Only*

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

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

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

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Event Information

CARGO CONTAINERS

Cargo Containers that measure 100 feet wide and are double stacked must be used as a sound barrier to mitigate any noise originating from the OC Night Market stage located in Parking Lot G.

FOOD & BEVERAGE VENDOR FEE

Incuplace, LLC agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Spectra by no later than **Monday - June 3, 2019**. Spectra will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

FUTURE TERMS

Future terms and agreements subject to change.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

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

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REVIEWED _____

DATE March 20, 2019

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

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

WITNESSETH:

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

August 21 - 26, 2019

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

See Exhibit A

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

OC Night Market

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

\$122,389.12

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

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

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

By _____ Date: _____

By _____ Date: _____

Title: Jonny Hwang, Promoter

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	OC Night Market	Contract No:	R-068-19
Contact Person:	Jonny Hwang	Phone:	(626) 765-5066
Event Dates:	08/23/2019 - 08/25/2019	Hours:	Friday: 4:00 PM - 12:00 AM Saturday: 4:00 PM - 12:00 AM Sunday: 4:00 PM - 11:00 PM

Admission Price: Adult: \$5.00 Child: 6 & Under Free

Vehicle Parking Fee: \$9.00 General Parking **Projected Attendance:** 20,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
OC Promenade (Span)	08/21/2019 07:00 AM - 05:00 PM	Move In	1,137.50
Parking Lot G	08/21/2019 07:00 AM - 05:00 PM	Move In	487.50
Parking Lot I	08/21/2019 07:00 AM - 05:00 PM	Move In	975.00
Thursday			
OC Promenade (Span)	08/22/2019 07:00 AM - 05:00 PM	Move In	1,137.50
Parking Lot G	08/22/2019 07:00 AM - 05:00 PM	Move In	487.50
Parking Lot I	08/22/2019 07:00 AM - 05:00 PM	Move In	975.00
Friday			
OC Promenade (Span)	08/23/2019 04:00 PM - 12:00 AM	Event	2,275.00
Parking Lot G	08/23/2019 04:00 PM - 12:00 AM	Event	975.00
Parking Lot I	08/23/2019 04:00 PM - 12:00 AM	Event	1,950.00
Saturday			
OC Promenade (Span)	08/24/2019 04:00 PM - 12:00 AM	Event	2,275.00
Parking Lot G	08/24/2019 04:00 PM - 12:00 AM	Event	975.00
Parking Lot I	08/24/2019 04:00 PM - 12:00 AM	Event	1,950.00
Sunday			
OC Promenade (Span)	08/25/2019 04:00 PM - 11:00 PM	Event	2,275.00
Parking Lot G	08/25/2019 04:00 PM - 11:00 PM	Event	975.00
Parking Lot I	08/25/2019 04:00 PM - 11:00 PM	Event	1,950.00
Monday			
OC Promenade (Span)	08/26/2019 10:00 AM - 05:00 PM	Move Out	No Charge
Parking Lot G	08/26/2019 10:00 AM - 05:00 PM	Move Out	No Charge
Parking Lot I	08/26/2019 10:00 AM - 05:00 PM	Move Out	No Charge

Move out must be completed by 5:00 PM on Monday - August 26, 2019 to avoid additional charges. Total: 20,800.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 15	15.00 EA	25.00 EA	375.00
30 Amp Drop	Estimate 4	4.00 EA	50.00 EA	200.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
40 Yard Dumpster	Estimate 10	10.00 EA	136.86 EA	1,368.60
Barricade (Metal)	Estimate 125	125.00 EA	15.00 EA	1,875.00
Cable Ramp	Estimate 140	140.00 EA	15.00 EA	2,100.00
Concrete Base	Estimate 10	10.00 EA	75.00 EA	750.00
Dumpster	TBD	TBD EA	18.00 EA	TBD
Electrical Splitter Box	Estimate 95	95.00 EA	55.00 EA	5,225.00
Electrical Usage (Stage)	Estimate Only	TBD EA	TBD EVT	TBD
Electrical Usage	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
Forklift	Estimate 24 Hours	24.00 HR	75.00 HR	1,800.00
Forklift (40 Yard Dumpster)	Estimate 35 Hours	35.00 HR	75.00 HR	2,625.00
Hang Tag - 1 Day	Estimate 75	75.00 EA	4.00 EA	300.00
Hang Tag - 3 Day	TBD	TBD EA	12.00 EA	TBD
Information Booth	TBD	TBD EA	150.00 EA	TBD
Light Tower	TBD	TBD EA	400.00 EA	TBD

EXHIBIT A

Event Information

Man Lift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Marquee Board	07/29/2019 - 08/25/2019	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 120	120.00	EA	15.00	EA	1,800.00
Portable Electronic Message Board	08/23/2019 - 08/25/2019	2.00	EA	75.00	DAY	450.00
Propane & Diesel	TBD	TBD	EA	90.00	EA	TBD
Sand Bag	TBD	TBD	EA	0.50	EA	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Estimate 10	10.00	EA	5.00	EA	50.00
Sweeper (In-House)	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Ticket Booth (Double Window)	Estimate 6	6.00	EA	100.00	EA	600.00
Tonnage Weight (40 Yard Dumpster)	Estimate 31	31.00	TON	50.92	EVT	1,578.52
Umbrella w/ Stand	TBD	TBD	EA	15.00	EA	TBD

Total: 24,652.12

Reimbursable Personnel Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	30.00	HR	360.00
Grounds Attendant	Estimate 52 Hours	52.00	HR	23.00	HR	1,196.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	23.00	HR	736.00
Electrician	Estimate 45 Hours	45.00	HR	57.50	HR	2,587.50
Plumber	Estimate 12 Hours	12.00	HR	57.50	HR	690.00
Event Day						
Grounds Attendant Lead	08/23/2019 03:00 PM - 08/24/2019 02:00 AM	1.00	EA	30.00	HR	330.00
Grounds Attendant	08/23/2019 07:00 AM - 03:30 PM	4.00	EA	23.00	HR	782.00
Grounds Attendant	08/23/2019 03:00 PM - 08/24/2019 02:00 AM	8.00	EA	23.00	HR	2,024.00
Janitorial Attendant	08/23/2019 06:00 PM - 08/24/2019 02:00 AM	8.00	EA	23.00	HR	1,472.00
Janitorial Attendant	08/23/2019 02:00 PM - 08/24/2019 02:00 AM	18.00	EA	23.00	HR	4,968.00
Electrician	08/23/2019 03:00 PM - 08/24/2019 02:00 AM	1.00	EA	57.50	HR	632.50
Plumber	TBD	TBD	EA	57.50	HR	TBD
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REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

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WITNESSETH:

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

April 13 - 14, 2019

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

See Exhibit A

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

Dia del Niño - Imaginology 2019

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

In-Kind Trade = \$6,811.00

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

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7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

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10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Arts Orange County
17620 Fitch Avenue, Suite 255
Irvine, CA 92614

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

By _____ Date: _____

By _____ Date: _____

Title: Rick Stein, President and CEO

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Dia del Niño - Imaginology 2019	Contract No:	R-070-19
Contact Person:	Elizabeth Miller	Phone:	(949) 306-8222
Event Dates:	04/13/2019 - 04/14/2019	Hours:	Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 5:00 PM

Admission Price:	Free	Projected Attendance:	1,500
Vehicle Parking Fee:	\$9.00 General Parking		

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Park Plaza	04/13/2019 06:00 AM - 09:00 AM	Move In	No Charge
Park Plaza	04/13/2019 10:00 AM - 05:00 PM	Event	1,000.00
Sunday			
Park Plaza	04/14/2019 10:00 AM - 05:00 PM	Event	500.00
*Imaginology In-Kind Trade Total:			1,500.00

Move out must be completed by 11:59 PM on Sunday - April 14, 2019 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Imaginology				
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	300.00 EVT	300.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 2 Day	Estimate 120	120.00 EA	8.00 EA	960.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	Estimate 2	2.00 EA	120.00 DAY	240.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
*Imaginology In-Kind Trade Total:				1,947.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Imaginology				
Event Operations				
Event Day				
Grounds Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00
Event Day				
Grounds Attendant	04/13/2019 09:00 AM - 05:00 PM	1.00 EA	23.00 HR	184.00
Janitorial Attendant	04/13/2019 09:00 AM - 05:00 PM	2.00 EA	23.00 HR	368.00
Electrician	TBD	TBD EA	57.50 HR	TBD
Event Day				
Grounds Attendant	04/14/2019 09:00 AM - 05:00 PM	1.00 EA	23.00 HR	184.00
Janitorial Attendant	04/14/2019 09:00 AM - 05:00 PM	2.00 EA	23.00 HR	368.00
Electrician	TBD	TBD EA	57.50 HR	TBD
Event Day				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	23.00 HR	138.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	23.00 HR	138.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00
Event Sales & Services				
Event Coordinator	04/13/2019 09:00 AM - 05:00 PM	1.00 EA	47.00 HR	376.00
Event Coordinator	04/14/2019 09:00 AM - 05:00 PM	1.00 EA	47.00 HR	376.00

EXHIBIT A

Event Information

Safety & Security

Security Attendant	04/13/2019 08:30 AM - 05:30 PM	1.00	EA	23.00	HR	207.00
Security Attendant	04/14/2019 08:30 AM - 05:30 PM	1.00	EA	23.00	HR	207.00

Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
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***Imaginology In-Kind Trade Total: 3,364.00**

Summary

Imaginology In-Kind Trade

Facility Rental Total	\$1,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,311.00

Imaginology In-Kind Trade Grand Total: \$6,811.00

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

IN-KIND TRADE

In exchange for **\$6,811.00 In-Kind Trade** (See Exhibit A), it has been mutually agreed that Dia del Nino will provide trade opportunities to OCFEC as follows:

- Dedicated email blast promoting Imaginology (artwork to be provided by District)
- Social media posts about Imaginology 2019
- 300 x 125 banner ad on SparkOC web page
- Imaginology 2019 listing page on SparkOC
- Logo acknowledgment in ArtsOC email blast for Dia del Nino, 10,000 recipients
- Logo acknowledgment on SparkOC.com page for Dia del Nino, viewed by 35,000 visitors monthly
- Logo acknowledgment on Facebook pages of ArtsOC, viewed by 3,000 followers; additional 50,000 viewers via targeted Facebook advertising
- Logo acknowledgment on Facebook and other Media Arts Santa Ana combined social media accounts, 8,500 reach
- Imaginology 2019 mentions in SparkOC tweets on Twitter, followed by 13,000 people
- Imaginology 2019 mentions to 470,200 listeners via radio promotion, La Ranchera 96.7 FM media partner
- Logo acknowledgment to 84,000 Stay Connected OC direct email reach to Central and South County Latino families and professionals. \$100 advertising expense
- Logo acknowledgment in multiple Media Arts Santa Ana email blasts reaching 12,000 each
- Promotion to all Santa Ana Unified School District (SAUSD) parents through Peachjar
- Social media promotion via 30 participating festival performers, artists and organizations.
- Outreach to English and Spanish-language media, including Telemundo, Univision, OC Weekly, LA Weekly, Miniondas, OC Register and Latina family bloggers.

DRONES

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

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

EXHIBIT A

Event Information

- OCFEC will notify the Federal Aviation Administration and/or the Joint Terrorism Task Force (JTTF), and/ or any other law enforcement authority deemed necessary of any incidents involving airborne aircraft or any other unauthorized remote controlled ground based vehicles.
- Events requiring the use of any such prohibited items listed above must receive a prior written notification of approval from OCFEC or the proper law enforcement authority. Any and all entities requesting to utilize a remotely controlled device must sign the appropriate documentation prior to bringing any such equipment on to, above or below OCFEC property.

MARKETING

All marketing must be coordinated with and approved by OCFEC Communications and Marketing Departments.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Carnival Midway Attractions** hereinafter, called the Rentor

WITNESSETH:

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

February 4 - 12, 2019

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

See Exhibit A

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

Carnival Midway Attractions Camping - Tet Festival

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

\$2,147.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Carnival Midway Attractions
7071 Warner Ave, F-130
Huntington Beach, CA 92647**

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

By_____Date:_____

By_____Date:_____

Title: Shawnee Merten, Promoter

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Carnival Midway Attractions Camping - Tet Festival	Contract No:	R-075-19
Contact Person:	Tony Guadagno	Phone:	(714) 920-8193
Event Dates:	02/04/2019 - 02/12/2019	Hours:	7:00 AM - 11:59 PM Daily

Camping and Parking Fee: *See Facility Rental Fees* **Projected Attendance:** 3

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Monday - Tuesday				
Campground (<i>Employee Bunkhouse/RV</i>)	02/04/2019 12:00 PM - 02/12/2019 12:00 PM (8 Nights)	3.00 EA	45.00 DAY	1,080.00

Check out must be completed by 12:00 Noon on Tuesday - February 12, 2019 to avoid additional charges. **Total:** 1,080.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Total:				354.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	Estimate 1 Hour	1.00 HR	57.50 HR	57.50
Event Day				
Grounds Attendant	02/04/2019 Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Janitorial Attendant	02/04/2019 Estimate 2 Hours	2.00 HR	23.00 HR	46.00
Grounds Attendant	02/05/2019 Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Janitorial Attendant	02/05/2019 Estimate 2 Hours	2.00 HR	23.00 HR	46.00
Grounds Attendant	02/06/2019 Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Janitorial Attendant	02/06/2019 Estimate 2 Hours	2.00 HR	23.00 HR	46.00
Grounds Attendant	02/07/2019 Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Janitorial Attendant	02/07/2019 Estimate 2 Hours	2.00 HR	23.00 HR	46.00
Grounds Attendant	02/08/2019 Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Janitorial Attendant	02/08/2019 Estimate 2 Hours	2.00 HR	23.00 HR	46.00
Grounds Attendant	02/09/2019 Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Janitorial Attendant	02/09/2019 Estimate 2 Hours	2.00 HR	23.00 HR	46.00
Grounds Attendant	02/10/2019 Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Janitorial Attendant	02/10/2019 Estimate 2 Hours	2.00 HR	23.00 HR	46.00
Grounds Attendant	02/11/2019 Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Janitorial Attendant	02/11/2019 Estimate 2 Hours	2.00 HR	23.00 HR	46.00
Clean Up				
Janitorial Attendant	Estimate 2 Hours	2.00 HR	23.00 HR	46.00
Electrician	Estimate 1 Hour	1.00 HR	57.50 HR	57.50
Total:				713.00

Summary

Facility Rental Total	\$1,080.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,067.00
Grand Total:	\$2,147.00

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

First Payment

Due Date

Upon Signing

Amount

\$2,147.00

Total:

\$2,147.00

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Jurassic Quest Enterprises, LLC** hereinafter, called the Rentor

WITNESSETH:

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

October 31 - November 4, 2019

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

See Exhibit A

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

Jurassic Quest

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

\$121,023.00

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Jurassic Quest Enterprises, LLC
6046 Farm to Market 2920,#516
Spring, TX 77379

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

By _____ Date: _____

By _____ Date: _____

Title: Dan Arnold, President

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Jurassic Quest	Contract No:	R-077-19
Contact Person:	Tom Martinez	Phone:	(951) 818-5390
Event Dates:	11/01/2019 - 11/03/2019	Hours:	Friday: 3:00 PM - 8:00 PM Saturday: 9:00 AM - 8:00 PM Sunday: 9:00 AM - 8:00 PM

Admission Price: Adult (13+): \$22 Senior (65+): \$20 Child (2-12): \$22 KIDS-VIP (2-12): \$36

Vehicle Parking Fee: \$9.00 General Parking **Projected Attendance:** 14,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Anaheim Building (#16)	10/31/2019 08:00 AM - 10:00 PM	Move In	1,137.50
Costa Mesa Building (#10)	10/31/2019 08:00 AM - 10:00 PM	Move In	2,187.50
Huntington Beach Building (#12)	10/31/2019 08:00 AM - 10:00 PM	Move In	1,687.50
Los Alamitos Building (#14)	10/31/2019 08:00 AM - 10:00 PM	Move In	1,487.50
OC Promenade (Span)	10/31/2019 08:00 AM - 10:00 PM	Move In	1,137.50
Santa Ana Pavilion (Parade of Products)	10/31/2019 08:00 AM - 10:00 PM	Move In	987.50
Friday			
Anaheim Building (#16)	11/01/2019 07:00 AM - 02:00 PM	Move In	Included
Costa Mesa Building (#10)	11/01/2019 07:00 AM - 02:00 PM	Move In	Included
Huntington Beach Building (#12)	11/01/2019 07:00 AM - 02:00 PM	Move In	Included
Los Alamitos Building (#14)	11/01/2019 07:00 AM - 02:00 PM	Move In	Included
OC Promenade (Span)	11/01/2019 07:00 AM - 02:00 PM	Move In	Included
Santa Ana Pavilion (Parade of Products)	11/01/2019 07:00 AM - 02:00 PM	Move In	Included
Anaheim Building (#16)	11/01/2019 03:00 PM - 08:00 PM	Event	2,275.00
Costa Mesa Building (#10)	11/01/2019 03:00 PM - 08:00 PM	Event	4,375.00
Huntington Beach Building (#12)	11/01/2019 03:00 PM - 08:00 PM	Event	3,375.00
Los Alamitos Building (#14)	11/01/2019 03:00 PM - 08:00 PM	Event	2,975.00
OC Promenade (Span)	11/01/2019 03:00 PM - 08:00 PM	Event	2,275.00
Santa Ana Pavilion (Parade of Products)	11/01/2019 03:00 PM - 08:00 PM	Event	1,975.00
Saturday			
Anaheim Building (#16)	11/02/2019 09:00 AM - 08:00 PM	Event	2,275.00
Costa Mesa Building (#10)	11/02/2019 09:00 AM - 08:00 PM	Event	4,375.00
Huntington Beach Building (#12)	11/02/2019 09:00 AM - 08:00 PM	Event	3,375.00
Los Alamitos Building (#14)	11/02/2019 09:00 AM - 08:00 PM	Event	2,975.00
OC Promenade (Span)	11/02/2019 09:00 AM - 08:00 PM	Event	2,275.00
Santa Ana Pavilion (Parade of Products)	11/02/2019 09:00 AM - 08:00 PM	Event	1,975.00
Sunday			
Anaheim Building (#16)	11/03/2019 09:00 AM - 08:00 PM	Event	2,275.00
Costa Mesa Building (#10)	11/03/2019 09:00 AM - 08:00 PM	Event	4,375.00
Huntington Beach Building (#12)	11/03/2019 09:00 AM - 08:00 PM	Event	3,375.00
Los Alamitos Building (#14)	11/03/2019 09:00 AM - 08:00 PM	Event	2,975.00
OC Promenade (Span)	11/03/2019 09:00 AM - 08:00 PM	Event	2,275.00
Santa Ana Pavilion (Parade of Products)	11/03/2019 09:00 AM - 08:00 PM	Event	1,975.00
Monday			
Anaheim Building (#16)	11/04/2019 08:00 AM - 07:00 PM	Move Out	1,137.50
Costa Mesa Building (#10)	11/04/2019 06:00 AM - 10:00 AM	Move Out	No Charge
Huntington Beach Building (#12)	11/04/2019 08:00 AM - 07:00 PM	Move Out	1,687.50
Los Alamitos Building (#14)	11/04/2019 08:00 AM - 07:00 PM	Move Out	1,487.50
OC Promenade (Span)	11/04/2019 08:00 AM - 07:00 PM	Move Out	1,137.50
Santa Ana Pavilion (Parade of Products)	11/04/2019 08:00 AM - 07:00 PM	Move Out	987.50

Costa Mesa Building (#10) move out must be completed by 10:00 AM on Monday - November 4, 2019 to avoid additional charges.

Move out must be completed by 7:00 PM on Monday - November 4, 2019 to avoid additional charges.

Total: 66,812.50

EXHIBIT A

Event Information

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	TBD	TBD EA	150.00 DAY	TBD
25 MB Internet - Hard Line	TBD	TBD EA	250.00 DAY	TBD
50 MB Internet - Hard Line	TBD	TBD EA	450.00 DAY	TBD
20 Amp Drop	Estimate 50	50.00 EA	25.00 EA	1,250.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 350	350.00 EA	2.50 EA	875.00
Dumpster	Estimate 75	75.00 EA	18.00 EA	1,350.00
Electrical Splitter Box	Estimate 50	50.00 EA	55.00 EA	2,750.00
Electrical Usage	Estimate Only	1.00 EA	4,500.00 EVT	4,500.00
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Hang Tag - 3 Day	TBD	TBD EA	12.00 EA	TBD
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	10/28/2019 - 11/03/2019	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 20	20.00 EA	15.00 EA	300.00
Portable Electronic Message Board	11/01/2019 - 11/03/2019	2.00 EA	75.00 DAY	450.00
Public Address System (Per Building)	TBD	TBD EA	75.00 DAY	TBD
Scissor Lift	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Sweeper (In-House)	Estimate 16 Hours	16.00 HR	75.00 HR	1,200.00
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD
Wireless Microphone	TBD	TBD EA	50.00 EA	TBD
Total:				14,175.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 18 Hours	18.00 HR	23.00 HR	414.00
Janitorial Attendant	Estimate 14 Hours	14.00 HR	23.00 HR	322.00
Electrician	Estimate 15 Hours	15.00 HR	57.50 HR	862.50
Event Day				
Grounds Attendant Lead	11/01/2019 01:00 PM - 09:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	11/01/2019 01:00 PM - 09:00 PM	8.00 EA	23.00 HR	1,472.00
Janitorial Attendant	11/01/2019 01:00 PM - 09:00 PM	10.00 EA	23.00 HR	1,840.00
Electrician	11/01/2019 01:00 PM - 09:00 PM	1.00 EA	57.50 HR	460.00
Grounds Attendant Lead	11/02/2019 08:00 AM - 09:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	11/02/2019 08:00 AM - 09:00 PM	8.00 EA	23.00 HR	2,392.00
Janitorial Attendant	11/02/2019 08:00 AM - 09:00 PM	10.00 EA	23.00 HR	2,990.00
Electrician	11/02/2019 08:00 AM - 09:00 PM	1.00 EA	57.50 HR	747.50
Grounds Attendant Lead	11/03/2019 08:00 AM - 09:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	11/03/2019 08:00 AM - 09:00 PM	8.00 EA	23.00 HR	2,392.00
Janitorial Attendant	11/03/2019 08:00 AM - 09:00 PM	10.00 EA	23.00 HR	2,990.00
Electrician	11/03/2019 08:00 AM - 09:00 PM	1.00 EA	57.50 HR	747.50
Clean Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 25 Hours	25.00 HR	23.00 HR	575.00
Janitorial Attendant	Estimate 18 Hours	18.00 HR	23.00 HR	414.00
Electrician	Estimate 10 Hours	10.00 HR	57.50 HR	575.00
Event Sales & Services				
Event Coordinator	11/01/2019 01:00 PM - 09:00 PM	1.00 EA	47.00 HR	376.00
Event Coordinator	11/02/2019 08:00 AM - 09:00 PM	1.00 EA	47.00 HR	611.00
Event Coordinator	11/03/2019 08:00 AM - 09:00 PM	1.00 EA	47.00 HR	611.00

EXHIBIT A

Event Information

Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	23.00	HR	368.00

Safety & Security

Security Attendant	11/01/2019 01:30 PM - 08:30 PM	11.00	EA	23.00	HR	1,771.00
Security Attendant	11/02/2019 08:30 AM - 08:30 PM	13.00	EA	23.00	HR	3,588.00
Security Attendant	11/03/2019 08:30 AM - 08:30 PM	13.00	EA	23.00	HR	3,588.00

Technology

Technology Attendant	TBD	TBD	EA	100.00	EVT	TBD
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Outside Services

Emergency Medical Services	11/01/2019 01:30 PM - 08:30 PM	2.00	EA	24.00	HR	336.00
Emergency Medical Services	11/02/2019 08:30 AM - 08:30 PM	4.00	EA	24.00	HR	1,152.00
Emergency Medical Services	11/03/2019 08:30 AM - 08:30 PM	4.00	EA	24.00	HR	1,152.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	3.00	HR	263.00	HR	789.00

Total: 35,035.50

Summary

Facility Rental Total	\$66,812.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$49,210.50
Refundable Deposit	\$5,000.00

Grand Total: \$121,023.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	Upon Signing	\$16,703.13
Second Payment	05/31/2019	\$34,773.29
Third Payment	07/31/2019	\$34,773.29
Fourth Payment	09/30/2019	\$34,773.29
	Total:	\$121,023.00

Please Remit Payment in *Check or Credit Card Only*
****ALL PAYMENTS ARE NON REFUNDABLE****

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

AMENDMENTS

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

BANNERS

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

CANNABIS EVENTS

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

EXHIBIT A

Event Information

CANOPIES / TENTS

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

STATE FIRE MARSHAL

Event and building capacity will be determined by the State Fire Marshal.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Adentope, Inc. dba Japan Product Promotion** hereinafter, called the Rentor

WITNESSETH:

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

October 17 - 21, 2019

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

See Exhibit A

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

OC Japan Fair

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

\$60,013.89

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

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

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

By_____Date:_____

By_____Date:_____

Title: Masataka Taguchi, Producer

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	OC Japan Fair	Contract No:	R-078-19
Contact Person:	Masataka Taguchi	Phone:	(310) 782-8279
		Hours:	Friday: 5:00 PM - 11:00 PM Saturday: 12:00 PM - 10:00 PM Sunday: 10:00 AM - 5:00 PM

Admission Price: General: \$8.00 online & at the door, Child: Free (6 and under)

Vehicle Parking Fee: \$9.00 General Parking **Projected Attendance:** 15,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday			
1/2 Parking Lot I	10/17/2019 08:00 AM - 05:00 PM	Move In	487.50
Friday			
Los Alamitos Building (#14)	10/18/2019 08:00 AM - 05:00 PM	Move In	No Charge
OC Promenade (Span)	10/18/2019 08:00 AM - 05:00 PM	Move In	No Charge
Parking Lot I	10/18/2019 08:00 AM - 05:00 PM	Move In	No Charge
Los Alamitos Building (#14)	10/18/2019 05:00 PM - 11:00 PM	Event	2,975.00
OC Promenade (Span)	10/18/2019 05:00 PM - 11:00 PM	Event	2,275.00
1/2 Parking Lot I	10/18/2019 05:00 PM - 11:00 PM	Event	975.00
Saturday			
Los Alamitos Building (#14)	10/19/2019 12:00 PM - 10:00 PM	Event	2,975.00
OC Promenade (Span)	10/19/2019 12:00 PM - 10:00 PM	Event	2,275.00
1/2 Parking Lot I	10/19/2019 12:00 PM - 10:00 PM	Event	975.00
Sunday			
Los Alamitos Building (#14)	10/20/2019 10:00 AM - 05:00 PM	Event	2,975.00
OC Promenade (Span)	10/20/2019 10:00 AM - 05:00 PM	Event	2,275.00
1/2 Parking Lot I	10/20/2019 10:00 AM - 05:00 PM	Event	975.00
Monday			
Los Alamitos Building (#14)	10/21/2019 06:00 AM - 11:59 AM	Move Out	No Charge
OC Promenade (Span)	10/21/2019 06:00 AM - 11:59 AM	Move Out	No Charge
1/2 Parking Lot I	10/21/2019 06:00 AM - 11:59 AM	Move Out	No Charge

- Move out must be completed by 11:59 AM on Monday - October 21, 2019 to avoid additional charges. Total: 19,162.50

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
17.5MB Internet - (Open Internet)	10/19/2019 - 10/21/2019	TBD EA	500.00 DAY	TBD
20 Amp Drop	Estimate 6	6.00 EA	25.00 EA	150.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
40 Yard Dumpster	Estimate 4	4.00 EA	136.86 EA	547.44
4-Channel Audio Mixer	Estimate 1	1.00 EA	35.00 DAY	35.00
Barricade (Plastic)	Estimate 65	65.00 EA	15.00 EA	975.00
Cable Ramp	Estimate 15	15.00 EA	15.00 EA	225.00
Dumpster	TBD	TBD EA	18.00 EA	TBD
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage	Estimate Only	1.00 EA	2,500.00 EVT	2,500.00
Forklift	Estimate 16 Hours	16.00 HR	75.00 EA	1,200.00
Forklift (40 Yard Dumpsters)	Estimate 22 Hours	22.00 HR	75.00 EA	1,650.00
Hang Tag - 3 Day	Estimate 90	90.00 EA	12.00 EA	1,080.00
Marquee Board	Estimate 1	1.00 EA	0.00 EA	Included
Picnic Table (Rectangular & Round)	Estimate 38	38.00 EA	15.00 EA	570.00

EXHIBIT A

Event Information

Portable Electronic Message Board	10/18/2019 - 10/20/2019	2.00	EA	75.00	DAY	450.00
Public Address System (<i>Per Building</i>)	10/18/2019 - 10/20/2019	1.00	EA	75.00	DAY	225.00
Scissor Lift	Estimate 4 Hours	4.00	HR	75.00	EA	300.00
Stanchion	Estimate 8	8.00	EA	5.00	EA	40.00
Sweeper (<i>In-House</i>)	Estimate 11 Hours	11.00	HR	75.00	EA	825.00
Ticket Booth (<i>Double Window</i>)	Estimate 2	2.00	EA	100.00	EA	200.00
Tonnage Weight (<i>40 Yard Dumpster</i>)	Estimate 10	10.00	TON	50.92	EVT	509.20
Umbrella w/ Stand	Estimate 26	26.00	EA	15.00	EA	390.00
Total:						12,781.64

Reimbursable Personnel Fees

Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	23.00	HR	368.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	23.00	HR	92.00
Electrician	Estimate 6 Hours	6.00	HR	57.50	HR	345.00
Plumber	Estimate 2 Hours	2.00	HR	57.50	HR	115.00
Event Day						
Grounds Attendant Lead	10/18/2019 03:00 PM - 12:00 AM	1.00	EA	30.00	HR	270.00
Grounds Attendant	10/18/2019 03:00 PM - 12:00 AM	4.00	EA	23.00	HR	828.00
Janitorial Attendant	10/18/2019 03:00 PM - 12:00 AM	8.00	EA	23.00	HR	1,656.00
Electrician	10/18/2019 03:00 PM - 12:00 AM	1.00	EA	57.50	HR	517.50
Grounds Attendant Lead	10/19/2019 11:00 AM - 11:00 PM	1.00	EA	30.00	HR	360.00
Grounds Attendant	10/19/2019 11:00 AM - 11:00 PM	4.00	EA	23.00	HR	1,104.00
Janitorial Attendant	10/19/2019 11:00 AM - 11:00 PM	8.00	EA	23.00	HR	2,208.00
Electrician	10/19/2019 11:00 AM - 11:00 PM	1.00	EA	57.50	HR	690.00
Grounds Attendant Lead	10/20/2019 09:00 AM - 05:30 PM	1.00	EA	30.00	HR	255.00
Grounds Attendant	10/20/2019 09:00 AM - 05:30 PM	4.00	EA	23.00	HR	782.00
Janitorial Attendant	10/20/2019 09:00 AM - 05:30 PM	8.00	EA	23.00	HR	1,564.00
Electrician	10/20/2019 09:00 AM - 05:30 PM	1.00	EA	57.50	HR	488.75
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	23.00	HR	368.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	23.00	HR	184.00
Electrician	Estimate 6 Hours	6.00	HR	57.50	HR	345.00
Plumber	Estimate 1 Hours	1.00	HR	57.50	HR	57.50
Event Sales & Services						
Event Coordinator	10/18/2019 04:00 PM - 12:00 AM	1.00	EA	47.00	HR	376.00
Event Coordinator	10/19/2019 11:00 AM - 11:00 PM	1.00	EA	47.00	HR	564.00
Event Coordinator	10/20/2019 09:00 AM - 05:30 PM	1.00	EA	47.00	HR	399.50
Parking						
Parking Attendant Lead	10/19/2019 12:00 PM - 09:00 PM	1.00	EA	30.00	HR	270.00
Parking Attendant	10/19/2019 12:00 PM - 09:00 PM	3.00	EA	23.00	HR	621.00

EXHIBIT A

Event Information

Safety & Security

Security Attendant Lead	10/18/2019 04:30 PM - 11:30 PM	1.00	EA	30.00	HR	210.00
Security Attendant	10/18/2019 04:30 PM - 11:30 PM	9.00	EA	23.00	HR	1,449.00
Security Attendant - Overnight	10/18/2019 11:00 PM - 08:00 AM	1.00	EA	23.00	HR	207.00
Security Attendant Lead	10/19/2019 11:30 AM - 10:30 PM	1.00	EA	30.00	HR	330.00
Security Attendant	10/19/2019 11:30 AM - 10:30 PM	9.00	EA	23.00	HR	2,277.00
Security Attendant - Overnight	10/19/2019 10:00 PM - 08:00 AM	1.00	EA	23.00	HR	230.00
Security Attendant Lead	10/20/2019 09:30 AM - 05:30 PM	1.00	EA	30.00	HR	240.00
Security Attendant	10/20/2019 09:30 AM - 05:30 PM	9.00	EA	23.00	HR	1,656.00

Technology

Technology Attendant (Audio Configuration Fee)	10/20/2019 09:00 AM - 05:30 PM	1.00	EA	100.00	EVT	100.00
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Outside Services

Emergency Medical Services	10/18/2019 04:30 PM - 11:30 PM	2.00	EA	24.00	HR	336.00
Emergency Medical Services	10/19/2019 11:30 AM - 10:30 PM	2.00	EA	24.00	HR	528.00
Emergency Medical Services	10/20/2019 09:30 AM - 05:30 PM	2.00	EA	24.00	HR	384.00
Sound Engineer	10/18/2019 - 10/20/2019	1.00	EA	750.00	DAY	2,250.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	EA	394.50

Total: 25,569.75

Summary

Facility Rental Total	\$19,162.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$38,351.39
Refundable Deposit	\$2,500.00

Grand Total: \$60,013.89

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/18/2019	\$1,500.00
Second Payment	05/17/2019	\$19,505.89
Third Payment	08/19/2019	\$19,504.00
Fourth Payment	09/18/2019	\$19,504.00
Total:		\$60,013.89
Payment Total:		\$60,013.89

Please Remit Payment in *Check Only*

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

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

3-COMPARTMENT SINKS

All 3-compartment sinks must be on site for installation by Friday, October 18, 2019 at 8:00 AM. Late arrivals may result in an increase above the number of Plumber set up hours listed on Exhibit A. Additional plumber labor is \$57.50 per hour.

CANOPIES/TENTS

No canopies or tents allowed in the buildings or breezeways per State Fire Marshal code. Any violation provides the Fire Marshal the right to close the building.

HEALTH DEPARTMENT

Japan Product Promotion has agreed to be the Health Department coordinator for all food vendors at the 2019 OC Japan Fair.

OUTSIDE FOOD VENDORS

Spectra, the OCFEC Master Concessionaire will allow Japan Product Promotion to operate independent food booths at \$175.00 per each 10’x10’ space for the first thirty (30) food booths. Each food booth in excess of the first thirty (30) 10’x10’ spaces will be charged \$150.00 per space. Spectra will invoice Japan Product Promotion for the total amount due and will require full payment prior to the start of the event. Payment must be made by no later than Thursday, October 17, 2019.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PARKING LOT I

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

PEPSI BEVERAGES

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. All amplified music/sound must end by 10:00 PM on Friday and Saturday, 9:00 PM on Sunday. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. Should the OCFEC Sound Monitor/Engineer or Event Coordinator request that the

By: _____ Date: _____
Title: Masataka Taguchi, Producer

By: _____ Date: _____
Title: Michele A. Richards, V.P. Business Development

By: _____ Date: _____
Title: Juan Quintero, Spectra General Manager

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **APOLLO UK PRODUCTIONS LTD** hereinafter, called the Rentor

WITNESSETH:

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

September 16 - December 9, 2019

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

See Exhibit A

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

Apollo

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

\$195,690.00

5. Please see Exhibits "A" "B" "C" "D" "E" "F" "G" and "H" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

APOLLO UK PRODUCTIONS LTD
80 Hill Rise
Richmond, SRY TW10 6UB

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

By _____ Date: _____

By _____ Date: _____

Title: Nick Grace, Producer

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Apollo	Contract No:	R-079-19
Contact Person:	Nick Grace	Phone:	+44 (208) 332-9829
Event Dates:	10/10/2019 - 11/28/2019	Hours:	<i>See Exhibit D for event hours</i>
Admission Price:	\$40.00 - \$135.00		
Vehicle Parking Fee:	\$10.00 General Parking; \$15.00 Preferred Parking	Projected Attendance:	1,600 Per Show

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Rate</u>	<u>Actual</u>
Parking Lot G	09/16/2019 - 10/09/2019	Move In	975.00 DAY	23,400.00
Parking Lot G	10/10/2019 - 11/28/2019	Event	1,950.00 DAY	97,500.00
Parking Lot G	11/29/2019 - 12/09/2019	Move Out	975.00 DAY	10,725.00
Total:				131,625.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	Estimate 20	20.00 EA	15.00 EA	300.00
Dumpster	TBD	TBD EA	18.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	42,000.00 EVT	42,000.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Total:				42,750.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Grounds Attendant	TBD	TBD HR	23.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	23.00 HR	TBD
Electrician	TBD	TBD HR	57.50 HR	TBD
<u>Event Sales & Services</u>				
Event Coordinator	TBD	TBD HR	47.00 HR	TBD
<u>Outside Services</u>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00 HR	263.00 EA	1,315.00
Total:				1,315.00

Summary

Facility Rental Total	\$131,625.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$44,065.00
Refundable Deposit	\$20,000.00
Grand Total:	
	\$195,690.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (Refundable Deposit)	Upon Signing	\$20,000.00
Second Payment (Remiander of 50%)	08/16/2019	\$77,845.00
Third Payment	11/04/2019	\$48,922.50
Fourth Payment	11/19/2019	\$48,922.50
Total:		\$195,690.00

Please Remit Payment in *Check or Credit Card Only*

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

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

EXHIBIT A

Event Information

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

COMPLIANCE

Apollo shall utilize the Event Site in an orderly manner and in compliance with all applicable Federal, State and local statutes, ordinances, rules and regulations in effect during the Occupation Period. Charges incurred from regulatory agencies resulting from Apollo failure to comply with such shall be immediately invoiced to Apollo.

EVENT SITE MODIFICATIONS

Apollo shall be entitled to make, at its own cost and expense, all improvements and modifications to the event site with OCFEC prior written approval and proper permitting.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

Spectra to operate and collect all revenues on Alcoholic Beverage Sales and Food Concessions.

RESTORATION DEPOSIT

Restoration Deposit of \$20,000 refundable if Event Site is returned to previous condition within thirty (30) days of conclusion of event. Any additional equipment or reimbursable personnel services requested by Apollo will be deducted from the \$20,000 deposit.

PARKING

OCFEC shall be responsible for making all necessary arrangements for patron parking. Apollo shall have no right or interest in any revenue derived from patron parking at any time. Apollo shall not be required to pay any costs related to the provision of parking. In addition, OCFEC shall, at no charge, provide to Apollo forty (40) staff parking passes valid for the duration of the Occupation Period. The location of the staff parking lot shall be determined by OCFEC.

PAVILION SPECIFICATIONS

Sixty (60) days prior to load in, all pavilion calculations, specifications and engineering drawings must be submitted to OCFEC for review and final approval.

PEPSI

The OCFEC is a Pepsi exclusive facility. The District (OCFEC) will provide exclusive beverage availability and sponsorship rights to Sponsor (Pepsi) for Pepsi Fountain Brands, Bottle and Can Brands (Carbonated Soft Drinks, Juices, Teas, Isotonics, Energy Drinks, Iced Coffees). Sponsor products shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term of Sponsorship Agreement. The products, cups and CO2 will be purchased directly from Sponsor by District (OCFEC), food service provider, concessionaires and any other third parties selling Sponsor Beverages at the OC Fair & Event Center.

PERMITS

Apollo shall obtain and maintain, at its own costs and expense, all necessary permits, licenses and approvals required for the Permitted Use during the Occupation Period with the exception of the State Fire Marshal Permit. An OCFEC Event Coordinator will submit the State Fire Marshal event application on behalf of Apollo.

PROMOTIONAL MATERIAL

All promotional materials using OCFEC name or logo distributed or sold pertaining to the event at OCFEC must have prior written approval by OCFEC staff.

SECURITY

Apollo security and emergency plan must be submitted to OCFEC Security & Traffic Department sixty (60) days prior to load in for review and approval. No armed security is allowed on OCFEC property at any time, with the exception of the Orange County Sheriffs Department.

EXHIBIT A

Event Information

STANDARD PROCEDURE FOR REPAIRING AND FILLING HOLES

The standard procedure for repairing/filling holes for an asphalt parking lot is as follows:

- Filling of holes with compacted sand and/or any suitable granular material. The upper 7 cm is filled with hot mix asphalt where necessary.
- Filling of stake holes with compacted sand and/or any suitable granular material. The upper 7 cm is filled with hot mix asphalt material.

UNDERGROUND UTILITIES

Three (3) months prior to the beginning of the occupation period, OCFEC will provide a plan for all underground utilities on the event site for the setup of Apollo's equipment.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Tex*us Guitar Shows, Inc.** hereinafter, called the Rentor

WITNESSETH:

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

August 16 - 19, 2019

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

See Exhibit A

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

SoCAL World Guitar Show

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

\$16,591.00

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Tex*us Guitar Shows, Inc.
P.O. Box 1000
Sperry, OK 74073

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

By_____Date:_____

By_____Date:_____

Title: Larry Briggs, Promoter

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	SoCAL World Guitar Show	Contract No:	R-080-19
Contact Person:	Larry Briggs	Phone:	(918) 288-2222
Event Dates:	08/17/2019 - 08/18/2019	Hours:	Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM
Admission Price:	\$20.00 General	Projected Attendance:	800
Vehicle Parking Fee:	\$9.00 General Parking		

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	08/16/2019 06:00 AM - 10:00 PM	Move In	1,787.50
Saturday			
The Hangar	08/17/2019 10:00 AM - 05:00 PM	Event	3,575.00
Sunday			
The Hangar	08/18/2019 10:00 AM - 04:00 PM	Event	3,575.00
Monday			
The Hangar	08/19/2019 06:00 AM - 11:59 AM	Move Out	No Charge

Move out must be completed by 11:59 AM on Monday - August 19, 2019 due to S.E.L.I. coverage expiration. **Total: 8,937.50**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 7	7.00 EA	18.00 EA	126.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	800.00 EVT	800.00
Hang Tag - 2 Day	TBD	TBD EA	8.00 EA	TBD
Marquee Board	08/12/2019 - 08/18/2019	1.00 WK	Included	Included
Portable Electronic Message Board	08/17/2019 - 08/18/2019	2.00 EA	75.00 DAY	300.00
Public Address System (Per Building)	08/17/2019 - 08/18/2019	1.00 EA	75.00 DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 EA	TBD
Stanchion	Estimate 16	16.00 EA	5.00 EA	80.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 EA	225.00
Total:				1,681.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Electrician	Estimate 1 Hours	1.00 HR	57.50 HR	57.50
Event Day				
Grounds Attendant Lead	08/17/2019 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	08/17/2019 09:00 AM - 05:00 PM	1.00 EA	23.00 HR	184.00
Janitorial Attendant	08/17/2019 09:00 AM - 05:00 PM	2.00 EA	23.00 HR	368.00
Grounds Attendant Lead	08/18/2019 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	08/18/2019 09:00 AM - 04:00 PM	1.00 EA	23.00 HR	161.00
Janitorial Attendant	08/18/2019 09:00 AM - 04:00 PM	2.00 EA	23.00 HR	322.00
Clean Up				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
Electrician	Estimate 1 Hours	1.00 HR	57.50 HR	57.50
Event Sales & Services				
Event Coordinator	08/17/2019 09:00 AM - 05:00 PM	1.00 EA	45.00 HR	360.00
Event Coordinator	08/18/2019 09:00 AM - 04:00 PM	1.00 EA	45.00 HR	315.00

EXHIBIT A

Event Information

Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	EA	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	23.00	EA	368.00

Safety & Security

Security Attendant - Overnight	08/16/2019 05:00 PM - 08/17/2019 10:00 AM	1.00	EA	23.00	HR	391.00
Security Attendant - Overnight	08/17/2019 05:00 PM - 08/18/2019 09:00 AM	1.00	EA	23.00	HR	368.00

Technology

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

S.E.L.I. Insurance	08/17/2019 - 08/18/2019	1.00	EA	105.00	DAY	210.00
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Outside Services

State Fire Marshal	Estimate	1.50	HR	263.00	HR	394.50
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Total: 4,972.50

Summary

Facility Rental Total	\$8,937.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,653.50
Refundable Deposit	\$1,000.00

Grand Total: \$16,591.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	05/16/2019	\$8,295.50
Second Payment	07/16/2019	\$8,295.50

Total: \$16,591.00

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Santa Ana Police Department** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
January 1, 2019 and ending December 31, 2019
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

Parking Lot H

- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
Santa Ana Police Department Officer Training
- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$100.00 per day
- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Santa Ana Police Department
20 Civic Center Plaza
Santa Ana, CA 92701

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

By_____

By_____

Title: David Valentin, Chief of Police

Title: Michele A. Richards, V.P. Business Development

EXHIBIT "A"

Event Name: Santa Ana Police Department Officer Training **Contract No:** R-081-19
Contact Person: Kanan Blake, Traffic Sergeant **Phone:** (714) 245-8209
Event Dates: 01/01/2019 - 12/31/2019 **Hours:** 7:00 AM - 4:00 PM

Projected Attendance: 15

LOCATION(S):

Parking Lot H..... \$100.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training to take place at the OC Fair & Event Center during the 2019 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance by February 22, 2019.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Security & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Parking Lot H and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Roy Englebrecht Promotions** hereinafter, called the Rentor

WITNESSETH:

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

March 21 - 23, 2019

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

See Exhibit A

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

Fight Club OC - ESPN Special Edition

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

\$16,106.75

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Roy Englebrecht Promotions
P.O Box 10205
Newport Beach, CA 92658

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

By_____Date:_____

By_____Date:_____

Title: Roy Englebrecht, Promoter

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Fight Club OC - ESPN Special Edition	Contract No:	R-083-19
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155
Event Date:	03/23/2019	Hours:	Doors: 3:30PM Event: 3:35PM - 9:00PM
Admission Price:	Adult: \$40.00 - \$80.00	Projected Attendance:	1,000
Vehicle Parking Fee:	\$9.00 General Parking		

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
The Hangar	03/21/2019 06:00 AM - 11:59 PM	Move In	500.00
Friday			
The Hangar	03/22/2019 06:00 AM - 11:59 PM	Move In	500.00
Saturday			
The Hangar	03/23/2019 03:30 PM - 09:00 PM	Event	3,575.00
Total:			4,575.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	Estimate 2 Hours	2.00 EA	180.00 EA	360.00
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	TBD EA	200.00 EA	TBD
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Chair (Tied)	Estimate 1,250	1,250.00 EA	2.00 EA	2,500.00
Chair (Individual)	Estimate 150	150.00 EA	1.00 EA	150.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	500.00 EVT	500.00
Folding Table (Rectangular)	TBD	TBD EA	15.00 EA	TBD
Forklift	TBD	TBD HR	75.00 HR	TBD
Internet Line	03/23/2019	1.00 EA	250.00 DAY	250.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	03/17/2019 - 03/23/2019	1.00 WK	Included	Included
Portable Electronic Message Board	03/23/2019	2.00 EA	75.00 DAY	150.00
Projector and Screen	Estimate 1	1.00 EA	1,500.00 DAY	1,500.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Stanchion	Estimate 40	40.00 EA	1.00 EA	40.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
Wireless Internet Router	Estimate 1	1.00 EA	75.00 EA	75.00
Total:				5,933.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00
Event Day				
Grounds Attendant Lead	03/23/2019 03:30 PM - 09:00 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	03/23/2019 03:30 PM - 09:00 PM	2.00 EA	23.00 HR	253.00
Janitorial Attendant	03/23/2019 03:30 PM - 09:00 PM	2.00 EA	23.00 HR	253.00
Electrician	03/23/2019 03:30 PM - 09:00 PM	1.00 EA	57.50 HR	316.25
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	23.00 HR	230.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	03/23/2019 03:30 PM - 09:00 PM	1.00	EA	47.00	HR	258.50
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Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	23.00	HR	92.00
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Safety & Security

Security Attendant Lead	03/23/2019 03:30 PM - 09:45 PM	1.00	EA	30.00	HR	187.50
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Security Attendant	03/23/2019 03:30 PM - 09:45 PM	4.00	EA	23.00	HR	575.00
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Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	47.00	HR	47.00
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Outside Services

Orange County Sheriff Services	Estimate Only	3.00	EA	1,400.00	EVT	1,400.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00
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Total: 5,098.75

Summary

Facility Rental Total	\$4,575.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$11,031.75
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Refundable Deposit	\$500.00
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Grand Total: \$16,106.75

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	03/08/2019	\$8,053.25

Second Payment (Balance)	03/22/2019	\$8,053.50
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Total: \$16,106.75

Please Remit Payment in *Check Only*

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

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2019 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

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

CHAIRS

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

EXHIBIT A

Event Information

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes.

Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

April 1 - 9, 2019

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

See Exhibit A

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

Kastl Camping

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

\$2,746.00

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

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

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

By_____Date:_____

By_____Date:_____

Title: Kay Kastl, Owner
Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Kastl Camping	Contract No:	R-088-19
Contact Person:	Kay Kastl	Phone:	(951) 757-6607
Event Dates:	04/01/2019 - 04/09/2019	Hours:	12:00 AM - 11:59 PM Daily

Camping and Parking Fee: *See Facility Rental Fees* **Projected Attendance:** 20

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Monday - Monday				
Campground (<i>Employee Bunkhouse/RV</i>)	04/01/2019 12:00 PM - 04/09/2019 12:00 PM (8 Nights)	4.00 EA	45.00 DAY	1,440.00
Check out must be completed by 12:00 Noon on Friday - January 10, 2019 to avoid additional charges.				Total: 1,440.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 9	9.00 EA	18.00 EA	162.00
Total:				162.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	TBD	TBD HR	57.50 HR	TBD
Event Day				
Grounds Attendant	4/1/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/1/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/2/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/2/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/3/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/3/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/4/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/4/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/5/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/5/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/6/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/6/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/7/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/7/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/8/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/8/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/9/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/9/2019	Estimate 2 Hours	2.00 HR	46.00
Clean Up				
Grounds Attendant	TBD	TBD HR	23.00 HR	TBD
Janitorial Attendant	Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Electrician	TBD	TBD HR	57.50 HR	TBD

Total: 644.00

Summary

Facility Rental Total	\$1,440.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$806.00
Refundable Deposit	\$500.00

Grand Total: \$2,746.00

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

First Payment

Due Date

Upon Signing

Amount

\$2,746.00

Total:

\$2,746.00

Please Remit Payment in *Check Only*

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

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Warrior Foundation Freedom Station** hereinafter, called the Rentor

WITNESSETH:

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

October 26, 2019

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

See Exhibit A

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

IWAR: Injured Warrior Ride

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

\$7,324.50

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Warrior Foundation Freedom Station
1223 1/2 28th Street, Suite A
San Diego, CA 92102

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

By_____Date:_____

By_____Date:_____

Title: Sandy Lehmkuhler, President

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	IWAR: Injured Warrior Ride	Contract No:	R-090-19
Contact Person:	Sandy Lehmkuhler	Phone:	(619) 993-1737
Event Dates:	10/26/2019	Hours:	11:00 AM - 4:00 PM

Vehicle Parking Fee: No Charge	Projected Attendance: 800
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Heroes Hall Lawn	10/26/2019 11:00 AM - 04:00 PM	Event	722.50*

*15% 501(c)(3) discount has been applied for event day only. Non profit verification must be submitted to OCFEC upon signing of Agreement.

Move out must be completed by 10:00 PM on Saturday - October 26, 2019 to avoid additional charges.	Total:	722.50
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Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
4-Channel Audio Mixer	10/26/2019	TBD EA	35.00 DAY	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage	Estimate Only	1.00 EA	50.00 EVT	50.00
Forklift	Estimate 11 Hours	11.00 HR	75.00 HR	825.00
Picnic Table (Rectangular & Round)	Estimate 70	70.00 EA	15.00 EA	1,050.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	10/26/2019	1.00 EA	75.00 DAY	75.00
Stage Right 16' x 8' Stage	Estimate 1	1.00 EA	500.00 EA	500.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				2,890.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 24 Hours	24.00 HR	23.00 HR	552.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
Electrician	Estimate 1 Hour	1.00 HR	57.50 HR	57.50
Event Day				
Grounds Attendant Lead	10/26/2019 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Janitorial Attendant	10/26/2019 09:00 AM - 05:00 PM	2.00 EA	23.00 HR	368.00
Clean Up				
Grounds Attendant	Estimate 24 Hours	24.00 HR	23.00 HR	552.00
Electrician	Estimate 1 Hour	1.00 HR	57.50 HR	57.50
Event Sales & Services				
Event Coordinator	10/26/2019 10:00 AM - 04:00 PM	1.00 EA	47.00 HR	282.00
Parking				
Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
Safety & Security				
Security Attendant	10/26/2019 10:30 AM - 04:30 PM	4.00 EA	23.00 HR	552.00
Insurance				
S.E.L.I. Insurance	10/26/2019	1.00 EA	155.00 DAY	155.00
Total:				3,212.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$722.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,102.00
Refundable Deposit	\$500.00
Grand Total:	\$7,324.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/26/2019	\$3,662.25
Second Payment	09/26/2019	\$3,662.25
	Total:	\$7,324.50

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not permitted between the hours of 10:00 PM to 8:00 AM. Please refer to Exhibit E. Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Rentor must comply with request.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

April 15 - 23, 2019

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

See Exhibit A

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

Kastl Camping

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

\$2,548.00

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

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

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

By_____Date:_____

By_____Date:_____

Title: Kay Kastl, Owner

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Kastl Camping	Contract No:	R-093-19
Contact Person:	Kay Kastl	Phone:	(951) 757-6607
Event Dates:	04/15/2019 - 04/23/2019	Hours:	12:00 AM - 11:59 PM Daily

Camping and Parking Fee: See Facility Rental Fees **Projected Attendance:** 20

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Monday - Tuesday				
Campground (<i>Employee Bunkhouse/RV</i>)	04/15/2019 12:00 PM - 04/23/2019 12:00 PM (6 Nights)	4.00 EA	45.00 DAY	1,260.00
Total:				1,260.00

Check out must be completed by 12:00 Noon on Tuesday - April 23, 2019 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 7	8.00 EA	18.00 EA	144.00
Total:				144.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	TBD	TBD HR	57.50 HR	TBD
Event Day				
Grounds Attendant	4/15/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/15/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/16/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/16/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/17/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/17/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/18/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/18/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/19/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/19/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/20/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/20/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/21/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/21/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/22/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/22/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	4/23/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	4/23/2019	Estimate 2 Hours	2.00 HR	46.00
Clean Up				
Grounds Attendant	TBD	TBD HR	23.00 HR	TBD
Janitorial Attendant	Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Electrician	TBD	TBD HR	57.50 HR	TBD

Total: 644.00

Summary

Facility Rental Total	\$1,260.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$788.00
Refundable Deposit	\$500.00

Grand Total: \$2,548.00

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

First Payment

Due Date

Upon Signing

Amount

\$2,548.00

Total:

\$2,548.00

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

April 20, 2019

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

See Exhibit A

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

Torqued

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

\$16,864.50

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Spocom USA
17755 East Valley Boulevard
City of Industry, CA 91744

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

By _____ Date: _____

By _____ Date: _____

Title: Ross Maeshiro, Operations Director

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Torqued	Contract No:	R-091-19
Contact Person:	Ross Maeshiro	Phone:	
Event Dates:	04/20/2019	Hours:	1:00 PM - 7:00 PM

Admission Price: \$20.00

Vehicle Parking Fee: \$9.00 General Parking **Projected Attendance:** 2,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
OC Promenade (Span)	04/20/2019 01:00 PM - 07:00 PM	Event	2,275.00
Parking Lot I	04/20/2019 01:00 PM - 07:00 PM	Event	1,950.00

Move out must be completed by 11:59 PM on Saturday - April 20, 2019 to avoid additional charges. **Total:** **4,225.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	04/20/2019	1.00 EA	150.00 DAY	150.00
25 MB Internet - Hard Line	TBD	TBD EA	250.00 DAY	TBD
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Audio Mixer	TBD	TBD EA	35.00 EA	TBD
Barricade (Plastic)	Estimate 15	15.00 EA	15.00 EA	225.00
Chair (Individual)	Estimate 40	40.00 EA	2.50 EA	100.00
Dumpster	Estimate 13	13.00 EA	18.00 EA	234.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage	Estimate Only	1.00 EA	350.00 EVT	350.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 1 Day	Estimate 10	10.00 EA	4.00 EA	40.00
Man Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	04/14/2019 - 04/20/2019	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	04/20/2019	2.00 EA	75.00 DAY	150.00
Public Address System (Per Building)	TBD	TBD EA	75.00 DAY	TBD
Stage Right 24' x 8' Stage	Estimate 1	1.00 EA	1,000.00 EA	1,000.00
Stanchion	Estimate 10	10.00 EA	5.00 EA	50.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD
Total:				3,184.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Event Day				
Grounds Attendant Lead	04/20/2019 06:00 AM - 09:00 PM	1.00 EA	30.00 HR	450.00
Grounds Attendant	04/20/2019 06:00 AM - 09:00 PM	2.00 EA	23.00 HR	690.00
Grounds Attendant	04/20/2019 12:00 PM - 07:00 PM	1.00 EA	23.00 HR	161.00
Janitorial Attendant	04/20/2019 06:00 AM - 09:00 PM	2.00 EA	23.00 HR	690.00
Janitorial Attendant	04/20/2019 12:00 PM - 07:00 PM	2.00 EA	23.00 HR	322.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00
<u>Event Sales & Services</u>				
Event Coordinator	04/20/2019 12:00 PM - 07:00 PM	1.00 EA	47.00 HR	329.00
<u>Parking</u>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	23.00 HR	368.00
<u>Safety & Security</u>				
Security Attendant Lead	04/20/2019 12:30 PM - 06:30 PM	1.00 EA	30.00 HR	180.00
Security Attendant	04/20/2019 12:30 PM - 06:30 PM	6.00 EA	23.00 HR	828.00

EXHIBIT A

Event Information

Technology

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

Emergency Medical Services	04/20/2019 12:30 PM - 06:30 PM	2.00	EA	24.00	HR	288.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,300.00	EVT	1,300.00
Sound Engineer	TBD	TBD	EA	750.00	DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 6,455.50

Summary

Facility Rental Total	\$4,225.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,639.50
Refundable Deposit	\$3,000.00

Grand Total: \$16,864.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/05/2019	\$8,432.25
Second Payment	04/20/2019	\$8,432.25

Total: \$16,864.50

Please Remit Payment in *Check or Credit Card Only*

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

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

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

CANOPIES / TENTS

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

DRONES

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

- No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC or the proper law enforcement authority.
- This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.
- Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from law enforcement authority.
- OCFEC will notify the Federal Aviation Administration and/or the Joint Terrorism Task Force (JTTF), and/ or any other law enforcement authority deemed necessary of any incidents involving airborne aircraft or any other unauthorized remote controlled ground based vehicles.

EXHIBIT A

Event Information

- Events requiring the use of any such prohibited items listed above must receive a prior written notification of approval from OCFEC or the proper law enforcement authority. Any and all entities requesting to utilize a remotely controlled device must sign the appropriate documentation prior to bringing any such equipment on to, above or below OCFEC property.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RENTOR AGREES

- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Parking Lot I and/or of OCFEC property will be itemized and invoiced.
- To limit speeds to 10 MPH.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. All amplified music/sound must end by 9:00 PM on Sunday. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. Should the Sound Engineer/Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, **Spocom USA** must comply with request.

STATE FIRE MARSHAL

Event and building capacity will be determined by the State Fire Marshal.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

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

WITNESSETH:

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

May 13 - 21, 2019

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

See Exhibit A

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

Kastl Camping

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

\$2,746.00

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

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

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

By_____Date:_____

By_____Date:_____

Title: Kay Kastl, Owner

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Kastl Camping	Contract No:	R-094-19
Contact Person:	Kay Kastl	Phone:	(951) 757-6607
Event Dates:	05/13/2019 - 05/21/2019	Hours:	12:00 AM - 11:59 PM Daily

Camping and Parking Fee: *See Facility Rental Fees* **Projected Attendance:** 20

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Monday - Tuesday				
Campground (<i>Employee Bunkhouse/RV</i>)	05/13/2019 12:00 PM - 05/21/2019 12:00 PM (8 Nights)	4.00 EA	45.00 DAY	1,440.00
Check out must be completed by 12:00 Noon on Tuesday - May 21, 2019 to avoid additional charges.				Total: 1,440.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 9	9.00 EA	18.00 EA	162.00
Total:				162.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	TBD	TBD HR	57.50 HR	TBD
Event Day				
Grounds Attendant	5/13/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	5/13/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	5/14/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	5/14/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	5/15/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	5/15/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	5/16/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	5/16/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	5/17/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	5/17/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	5/18/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	5/18/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	5/19/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	5/19/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	5/20/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	5/20/2019	Estimate 2 Hours	2.00 HR	46.00
Grounds Attendant	5/21/2019	Estimate 1 Hour	1.00 HR	23.00
Janitorial Attendant	5/21/2019	Estimate 2 Hours	2.00 HR	46.00
Clean Up				
Grounds Attendant	TBD	TBD HR	23.00 HR	TBD
Janitorial Attendant	Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Electrician	TBD	TBD HR	57.50 HR	TBD

Total: 644.00

Summary

Facility Rental Total	\$1,440.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$806.00
Refundable Deposit	\$500.00

Grand Total: \$2,746.00

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

First Payment

Due Date

Upon Signing

Amount

\$2,746.00

Total:

\$2,746.00

Please Remit Payment in *Check Only*

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

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Herpetorama, Inc.** hereinafter, called the Rentor

WITNESSETH:

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

November 8 - 11, 2019

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

See Exhibit A

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

Repticon

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

\$17,932.50

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Herpetorama, Inc.
1814 5th Street Southeast
Winter Haven, FL 33880

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

By_____Date:_____

By_____Date:_____

Title: Shirley Healy, Chief Financial Officer

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Repticon	Contract No:	R-095-19
Contact Person:	Tina Russel	Phone:	(863) 268-4273
Event Dates:	11/09/2019 - 11/10/2019	Hours:	Saturday: 9:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM
Admission Price:	Adult: \$10.00 Child (5-12): \$5.00 Child (4 & Under): Free 2 Day: \$15.0		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	2,400

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Huntington Beach Building (#12)	11/08/2019 09:30 AM - 08:00 PM	Move In	1,687.50
Saturday			
Huntington Beach Building (#12)	11/09/2019 09:00 AM - 05:00 PM	Event	3,375.00
Sunday			
Huntington Beach Building (#12)	11/10/2019 10:00 AM - 04:00 PM	Event	3,375.00
Monday			
Huntington Beach Building (#12)	11/11/2019 06:00 AM - 12:00 PM	Move Out	No Charge

Move out must be completed by 12:00 Noon on Monday - November 11, 2019 to avoid additional charges. **Total: 8,437.50**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 9	9.00 EA	25.00 EA	225.00
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Dumpster	Estimate 23	23.00 EA	18.00 EA	414.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Hang Tag - 2 Day	TBD	TBD EA	8.00 EA	TBD
Marquee Board	Estimate 1	1.00 WK	Included	Included
Portable Electronic Message Board	11/09/2019 - 11/10/2019	2.00 EA	75.00 DAY	300.00
Public Address System (Per Building)	11/09/2019 - 11/10/2019	1.00 EA	75.00 DAY	150.00
Scissor Lift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				3,699.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	23.00 HR	115.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	23.00 HR	184.00
Electrician	Estimate 4 Hours	4.00 HR	57.50 HR	230.00
Event Day				
Grounds Attendant Lead	11/09/2019 10:00 AM - 05:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	11/09/2019 10:00 AM - 05:00 PM	1.00 EA	23.00 HR	161.00
Janitorial Attendant	11/09/2019 10:00 AM - 05:00 PM	2.00 EA	23.00 HR	322.00
Grounds Attendant Lead	11/10/2019 10:00 AM - 04:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	11/10/2019 10:00 AM - 04:00 PM	1.00 EA	23.00 HR	138.00
Janitorial Attendant	11/10/2019 10:00 AM - 04:00 PM	2.00 EA	23.00 HR	276.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	23.00 HR	138.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
Electrician	Estimate 3 Hours	3.00 HR	57.50 HR	172.50

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	11/09/2019 10:00 AM - 05:00 PM	1.00	EA	47.00	HR	329.00
Event Coordinator	11/10/2019 10:00 AM - 04:00 PM	1.00	EA	47.00	HR	282.00

Parking

Parking Attendant Lead	11/08/2019 12:00 PM - 08:00 PM	1.00	EA	30.00	HR	240.00
Parking Attendant	11/08/2019 12:00 PM - 08:00 PM	2.00	EA	23.00	HR	368.00

Technology

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

Emergency Medical Services	11/09/2019 10:30 AM - 05:30 PM	2.00	EA	24.00	HR	336.00
Emergency Medical Services	11/10/2019 10:30 AM - 04:30 PM	2.00	EA	24.00	HR	288.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 4,796.00

Summary

Facility Rental Total	\$8,437.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,495.00
Refundable Deposit	\$1,000.00

Grand Total: \$17,932.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/08/2019	\$4,483.13
Second Payment	07/08/2019	\$4,483.12
Third Payment	09/09/2019	\$4,483.13
Fourth Payment	10/08/2019	\$4,483.12

Total: \$17,932.50

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Wine Society** hereinafter, called the Rentor

WITNESSETH:

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

April 6, 2019

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

See Exhibit A

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

Orange County Wine Society - Wine Auction

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

\$3,134.00

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

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

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

By_____Date:_____

By_____Date:_____

Title: Bill Redding, President

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Orange County Wine Society - Wine Auction	Contract No:	R-098-19
Contact Person:	Bill Redding	Phone:	(714) 708-1636
Event Date:	04/06/2019	Hours:	11:00 AM - 4:00 PM

Admission Price: Members Only - \$20

Vehicle Parking Fee: No Charge for OCWS Members **Projected Attendance:** 150

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Huntington Beach Building (#12)	04/06/2019 11:00 AM - 04:00 PM	Event	500.00

Move out must be completed by 11:59 PM on Saturday - April 6, 2019 to avoid additional charges. **Total:** 500.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
5.5 MB Internet - Dynamic IP	TBD	TBD EA	50.00 DAY	TBD
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Usage	Estimate Only	1.00 EA	200.00 EVT	200.00
Forklift	Estimate 11 Hours	11.00 HR	75.00 HR	825.00
Picnic Table (Rectangular & Round)	Estimate 63	63.00 EA	15.00 EA	945.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				2,192.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 3 Hours	3.00 HR	22.00 HR	66.00
Clean Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	22.00 HR	88.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	22.00 HR	88.00
Total:				242.00

Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,434.00
Refundable Deposit	\$200.00
Grand Total:	\$3,134.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/21/2019	\$3,134.00
Total:		\$3,134.00

Please Remit Payment in *Check Only*

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

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

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **World Pet Association, Inc.** hereinafter, called the Rentor

WITNESSETH:

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

April 22 - 29, 2019

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

See Exhibit A

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

America's Family Pet Expo

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

\$130,022.78

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

World Pet Association, Inc.
135 West Lemon Avenue
Monrovia, CA 91016

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

By_____Date:_____

By_____Date:_____

Title: Jacinthe Moreau, President

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	America's Family Pet Expo	Contract No:	R-003-19
Contact Person:	Ann Marie Silva	Phone:	(626) 477-2222
Event Dates:	04/26/2019 - 04/28/2019	Hours:	Friday: 10:00 AM - 6:00 PM Saturday: 10:00 AM - 7:00 PM Sunday: 10:00 AM - 6:00 PM

Admission Price: Adult: \$16.00 pre-sale /\$18 Senior (60+): \$14.00 Child (6-12): \$11.00

Vehicle Parking Fee: \$9.00 General Parking **Projected Attendance:** 42,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Action Sports Arena	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Anaheim Building (#16)	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Baja Blues Restaurant	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Costa Mesa Building (#10)	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Country Meadows	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Courtyard	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Covered Arena	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Crafters Village	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Festival Field Asphalt	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Huntington Beach Building (#12)	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Livestock Lane	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Los Alamitos Building (#14)	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Main Mall	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
OC Promenade (Span)	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Park Plaza	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Parking Lot I	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Plaza Pacifica	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
South Lawn	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
The Hangar	04/22/2019 08:00 AM - 06:00 PM	Move In	0.00
Tuesday			
Action Sports Arena	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Anaheim Building (#16)	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Baja Blues Restaurant	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Costa Mesa Building (#10)	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Country Meadows	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Courtyard	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Covered Arena	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Crafters Village	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Festival Field Asphalt	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Huntington Beach Building (#12)	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Livestock Lane	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Los Alamitos Building (#14)	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Main Mall	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
OC Promenade (Span)	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Park Plaza	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Parking Lot I	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Plaza Pacifica	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
South Lawn	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
The Hangar	04/23/2019 08:00 AM - 06:00 PM	Move In	0.00
Wednesday			
Action Sports Arena	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Anaheim Building (#16)	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Baja Blues Restaurant	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Costa Mesa Building (#10)	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Country Meadows	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Courtyard	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Covered Arena	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Crafters Village	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Festival Field Asphalt	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00

EXHIBIT A

Event Information			
Huntington Beach Building (#12)	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Livestock Lane	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Los Alamitos Building (#14)	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Main Mall	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
OC Promenade (Span)	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Park Plaza	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Parking Lot I	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Plaza Pacifica	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
South Lawn	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
The Hangar	04/24/2019 08:00 AM - 06:00 PM	Move In	0.00
Thursday			
Action Sports Arena	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Anaheim Building (#16)	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Baja Blues Restaurant	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Costa Mesa Building (#10)	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Country Meadows	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Courtyard	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Covered Arena	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Crafters Village	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Festival Field Asphalt	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Livestock Lane	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Los Alamitos Building (#14)	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Huntington Beach Building (#12)	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Main Mall	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
OC Promenade (Span)	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Park Plaza	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Parking Lot I	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Plaza Pacifica	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
South Lawn	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
The Hangar	04/25/2019 08:00 AM - 09:00 PM	Move In	0.00
Friday			
Action Sports Arena	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Anaheim Building (#16)	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Baja Blues Restaurant	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Costa Mesa Building (#10)	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Country Meadows	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Courtyard	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Covered Arena	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Crafters Village	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Festival Field Asphalt	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Huntington Beach Building (#12)	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Livestock Lane	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Los Alamitos Building (#14)	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Main Mall	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
OC Promenade (Span)	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Park Plaza	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Parking Lot I	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Plaza Pacifica	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
South Lawn	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
The Hangar	04/26/2019 10:00 AM - 06:00 PM	Event	0.00
Saturday			
Action Sports Arena	04/27/2019 10:00 AM - 07:00 PM	Event	0.00
Anaheim Building (#16)	04/27/2019 10:00 AM - 07:00 PM	Event	0.00
Baja Blues Restaurant	04/27/2019 10:00 AM - 07:00 PM	Event	0.00
Costa Mesa Building (#10)	04/27/2019 10:00 AM - 07:00 PM	Event	0.00
Country Meadows	04/27/2019 10:00 AM - 07:00 PM	Event	0.00
Courtyard	04/27/2019 10:00 AM - 07:00 PM	Event	0.00
Covered Arena	04/27/2019 10:00 AM - 07:00 PM	Event	0.00
Crafters Village	04/27/2019 10:00 AM - 07:00 PM	Event	0.00

EXHIBIT A

Event Information				
Festival Field Asphalt	04/27/2019 10:00 AM - 07:00 PM	Event		0.00
Huntington Beach Building (#12)	04/27/2019 10:00 AM - 07:00 PM	Event		0.00
Livestock Lane	04/27/2019 10:00 AM - 07:00 PM	Event		0.00
Los Alamitos Building (#14)	04/27/2019 10:00 AM - 07:00 PM	Event		0.00
Main Mall	04/27/2019 10:00 AM - 07:00 PM	Event		0.00
OC Promenade (Span)	04/27/2019 10:00 AM - 07:00 PM	Event		0.00
Park Plaza	04/27/2019 10:00 AM - 07:00 PM	Event		0.00
Parking Lot I	04/27/2019 10:00 AM - 07:00 PM	Event		0.00
Plaza Pacifica	04/27/2019 10:00 AM - 07:00 PM	Event		0.00
Santa Ana Pavilion (Parade of Products)	04/27/2019 10:00 AM - 07:00 PM	Event		0.00
South Lawn	04/27/2019 10:00 AM - 07:00 PM	Event		0.00
The Hangar	04/27/2019 10:00 AM - 07:00 PM	Event		0.00

Sunday

Action Sports Arena	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Anaheim Building (#16)	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Baja Blues Restaurant	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Costa Mesa Building (#10)	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Country Meadows	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Courtyard	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Covered Arena	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Crafters Village	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Festival Field Asphalt	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Huntington Beach Building (#12)	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Livestock Lane	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Los Alamitos Building (#14)	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Main Mall	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
OC Promenade (Span)	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Park Plaza	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Parking Lot I	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Plaza Pacifica	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
Santa Ana Pavilion (Parade of Products)	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
South Lawn	04/28/2019 10:00 AM - 06:00 PM	Event		0.00
The Hangar	04/28/2019 10:00 AM - 06:00 PM	Event		0.00

Monday

Action Sports Arena	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Anaheim Building (#16)	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Baja Blues Restaurant	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Costa Mesa Building (#10)	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Country Meadows	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Courtyard	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Covered Arena	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Crafters Village	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Festival Field Asphalt	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Huntington Beach Building (#12)	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Livestock Lane	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Los Alamitos Building (#14)	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Main Mall	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
OC Promenade (Span)	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Park Plaza	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Parking Lot I	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Plaza Pacifica	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
Santa Ana Pavilion (Parade of Products)	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
South Lawn	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00
The Hangar	04/29/2019 06:00 AM - 11:00 PM	Move Out		0.00

Total: See Facility Rental Fee*

Facility Rental Fee for America's Family Pet Expo shall consist of the OCFEC retaining twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and fifteen percent (15%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000).

Estimated Equipment Fees						
Description	Date-Time	Units		Rate		Actual
10 MB Internet - Hard Line	TBD	TBD	EA	150.00	DAY	TBD
25 MB Internet - Hard Line	04/26/2019 - 04/28/2019	1.00	EA	250.00	DAY	750.00

EXHIBIT A

Event Information						
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 7	7.00	EA	70.00	EA	490.00
40 Yard Dumpster	Estimate 8	8.00	EA	136.86	EA	1,094.88
Animal Pen	TBD	TBD	EA	15.00	EA	TBD
Bag of Shavings	Estimate 45	45.00	EA	15.00	EA	675.00
Barricade (Plastic)	Estimate 90	90.00	EA	15.00	EA	1,350.00
Bench (Metal)	Estimate 38	38.00	EA	15.00	EA	570.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	250.00	EA	750.00
Bleacher (75 Seat Section)	Estimate 3	3.00	EA	175.00	EA	525.00
Dumpster	TBD	TBD	EA	18.00	EA	TBD
Electrical Splitter Box	Estimate 13	13.00	EA	55.00	EA	715.00
Electrical Usage	Estimate Only	1.00	EA	1,500.00	EVT	1,500.00
Forklift	Estimate 64 Hours	64.00	HR	75.00	HR	4,800.00
Forklift (40 Yard Dumpster)	Estimate 34 Hours	34.00	HR	75.00	HR	2,550.00
Handwashing Station	Estimate 2	2.00	EA	100.00	EA	200.00
Hang Tag - 3 Day	Estimate 1,020	1,020.00	EA	12.00	EA	12,240.00
Information Booth	Estimate 2	2.00	EA	150.00	EA	300.00
Info Booth With Banners Printed	TBD	TBD	EA	230.00	EA	TBD
Marquee Board (4 Consecutive Weeks)	04/01/2019 - 04/28/2019	4.00	WK	Included		Included
Overall Public Address System	04/26/2019 - 04/28/2019	1.00	EA	250.00	DAY	750.00
Picnic Table (Rectangular & Round)	Estimate 20	20.00	EA	15.00	EA	300.00
Portable Light Pole (Crafters Village)	Estimate 4	4.00	EA	100.00	EA	400.00
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	TBD	TBD	EA	150.00	DAY	TBD
Portable Electronic Message Board	04/26/2019 - 04/28/2019	4.00	EA	75.00	DAY	900.00
Portable Electronic Message Board (Outside Rental - Estimate Only)	TBD	TBD	EA	645.00	EVT	TBD
Public Address System (Repticon)	04/26/2019 - 04/28/2019	1.00	EA	75.00	DAY	225.00
RV Camping (Campground)	TBD	TBD	EA	45.00	EA	TBD
Scissor Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Straw Bale	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 27 Hours	27.00	HR	75.00	HR	2,025.00
Ticket Booth (Double Window)	Estimate 12	12.00	EA	100.00	EA	1,200.00
Tonnage Weight (40 Yard Dumpster)	Estimate 20	20.00	TON	50.92	EVT	1,018.40
Trussing Unit	Estimate 1	1.00	EA	100.00	EA	100.00
Umbrella w/ Stand	Estimate 20	20.00	EA	15.00	EA	300.00
Total:						36,253.28

Event Day 1						
Description	Date-Time		Units		Rate	Actual
<u>Admissions/Parking Sales</u>						
Admissions Gate Lead	04/26/2019 08:00 AM - 07:00 PM	1.00	EA	30.00	HR	330.00
Admissions Sales Lead	04/26/2019 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Admissions Office	04/26/2019 09:00 AM - 06:00 PM	1.00	EA	23.00	HR	207.00
Money Room Attendant	04/26/2019 09:00 AM - 06:30 PM	1.00	EA	26.00	HR	247.00
Ticket Seller & Taker	04/26/2019 08:30 AM - 06:00 PM	10.00	EA	23.00	HR	2,185.00
Admissions Gate Lead	04/27/2019 09:00 AM - 07:00 PM	1.00	EA	30.00	HR	300.00
Admissions Sales Lead	04/27/2019 09:00 AM - 07:00 PM	1.00	EA	30.00	HR	300.00
Admissions Office	04/27/2019 09:00 AM - 07:00 PM	1.00	EA	23.00	HR	230.00
Money Room Attendant	04/27/2019 09:00 AM - 07:30 PM	1.00	EA	26.00	HR	273.00
Ticket Seller & Takers	04/27/2019 09:00 AM - 07:00 PM	24.00	EA	23.00	HR	5,520.00
Admissions Gate Lead	04/28/2019 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Admissions Sales Lead	04/28/2019 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Admissions Office	04/28/2019 09:00 AM - 06:00 PM	1.00	EA	23.00	HR	207.00
Money Room Attendant	04/28/2019 09:00 AM - 06:30 PM	1.00	EA	26.00	HR	247.00
Ticket Seller & Taker	04/28/2019 09:00 AM - 05:00 PM	24.00	EA	23.00	HR	4,416.00
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Grounds Attendant	Estimate 64 Hours	64.00	HR	23.00	HR	1,472.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	23.00	HR	736.00
Electrician	Estimate 18 Hours	18.00	HR	57.50	HR	1,035.00

EXHIBIT A

Event Information						
Plumber	Estimate 4 Hours	4.00	HR	57.50	HR	230.00
Event Day						
Grounds Attendant Lead	04/26/2019 08:00 AM - 07:30 PM	2.00	EA	30.00	HR	690.00
Grounds Attendant	04/26/2019 08:00 AM - 07:30 PM	6.00	EA	23.00	HR	1,587.00
Janitorial Attendant	04/26/2019 08:00 AM - 07:30 PM	18.00	EA	23.00	HR	4,761.00
Electrician	04/26/2019 10:00 AM - 06:00 PM	1.00	EA	57.50	HR	460.00
Plumber	04/26/2019 08:00 AM - 06:00 PM	1.00	EA	57.50	HR	575.00
Grounds Attendant Lead	04/27/2019 08:00 AM - 09:00 PM	2.00	EA	30.00	HR	780.00
Grounds Attendant	04/27/2019 08:00 AM - 09:00 PM	6.00	EA	23.00	HR	1,794.00
Janitorial Attendant	04/27/2019 08:00 AM - 09:00 PM	20.00	EA	23.00	HR	5,980.00
Electrician	04/27/2019 10:00 AM - 07:00 PM	1.00	EA	57.50	HR	517.50
Plumber	04/27/2019 08:00 AM - 07:00 PM	1.00	EA	57.50	HR	632.50
Grounds Attendant Lead	04/28/2019 08:00 AM - 06:00 PM	2.00	EA	30.00	HR	600.00
Grounds Attendant	04/28/2019 08:00 AM - 06:00 PM	6.00	EA	23.00	HR	1,380.00
Janitorial Attendant	04/28/2019 08:00 AM - 06:00 PM	20.00	EA	23.00	HR	4,600.00
Electrician	04/28/2019 10:00 AM - 06:00 PM	1.00	EA	57.50	HR	460.00
Plumber	04/28/2019 08:00 AM - 06:00 PM	1.00	EA	57.50	HR	575.00
Clean Up						
Grounds Attendant Lead	Estimate 20 Hours	20.00	HR	30.00	HR	600.00
Grounds Attendant	Estimate 76 Hours	76.00	HR	23.00	HR	1,748.00
Janitorial Attendant	Estimate 42 Hours	42.00	HR	23.00	HR	966.00
Electrician	Estimate 16 Hours	16.00	HR	57.50	HR	920.00
Plumber	Estimate 4 Hours	4.00	HR	57.50	HR	230.00
Event Sales & Services						
Event Coordinator	04/26/2019 09:00 AM - 06:00 PM	1.00	EA	47.00	HR	423.00
Event Coordinator	04/27/2019 09:00 AM - 07:00 PM	1.00	EA	47.00	HR	470.00
Event Coordinator	04/28/2019 09:00 AM - 06:00 PM	1.00	EA	47.00	HR	423.00
Parking						
Parking Attendant Lead	04/24/2019 09:00 AM - 06:00 PM	1.00	EA	30.00	HR	270.00
Parking Attendant	04/24/2019 09:00 AM - 06:00 PM	4.00	EA	23.00	HR	828.00
Parking Attendant	04/24/2019 09:00 AM - 01:00 PM	1.00	EA	23.00	HR	92.00
Parking Attendant Lead	04/25/2019 07:00 AM - 08:00 PM	1.00	EA	30.00	HR	390.00
Parking Attendant	04/25/2019 09:00 AM - 01:00 PM	1.00	EA	23.00	HR	92.00
Parking Attendant	04/25/2019 07:00 AM - 08:00 PM	5.00	EA	23.00	HR	1,495.00
Parking Attendant - VIP Celebrities	04/26/2019 07:00 AM - 06:00 PM	1.00	EA	23.00	HR	253.00
Parking Attendant - VIP Celebrities	04/27/2019 07:00 AM - 07:00 PM	1.00	EA	23.00	HR	276.00
Parking Attendant - VIP Celebrities	04/28/2019 07:00 AM - 06:00 PM	1.00	EA	23.00	HR	253.00
Safety & Security						
Security Attendant - Campground Coordinator	04/24/2019 07:45 AM - 06:15 PM	1.00	EA	23.00	HR	241.50
Security Attendant - Overnight Rover	04/24/2019 06:00 PM - 07:30 AM	1.00	EA	23.00	HR	310.50
Security Attendant - Overnight (Bldgs 10/12/16/The Hangar/Adoptions)	TBD	TBD	EA	23.00	HR	TBD
Security Attendant Lead	04/25/2019 07:15 AM - 10:15 PM	1.00	EA	30.00	HR	450.00
Security Attendant - Set Up Buildings (Bldgs 10/12/16/The Hangar/Adoptions)	TBD	TBD	EA	23.00	HR	TBD
Security Attendant - Campground Coordinator	04/25/2019 07:45 AM - 06:15 PM	1.00	EA	23.00	HR	241.50
Security Attendant - Rover	04/25/2019 07:30 AM - 10:00 PM	1.00	EA	23.00	HR	333.50
Security Attendant - Overnight (Bldgs 10/12/16/The Hangar/Adoptions)	04/25/2019 10:00 PM - 07:30 AM	3.00	EA	23.00	HR	655.50
Security Attendant - Overnight Rover	04/25/2019 06:00 PM - 07:30 AM	1.00	EA	23.00	HR	310.50
Security Attendant Lead	04/26/2019 07:00 AM - 06:30 PM	1.00	EA	30.00	HR	345.00
Security Attendant - Rover	04/26/2019 07:30 AM - 07:00 PM	2.00	EA	23.00	HR	529.00
Security Attendant - Vendor Access Gate	04/26/2019 07:00 AM - 06:30 PM	1.00	EA	23.00	HR	264.50

EXHIBIT A

Event Information

Security Attendant - Buildings <i>(Bldgs 10/12/16/The Hangar/Adoptions)</i>	04/26/2019 07:30 AM - 06:15 PM	5.00	EA	23.00	HR	1,236.25
Security Attendant - Bag Checks	04/26/2019 08:30 AM - 06:00 PM	5.00	EA	23.00	HR	1,092.50
Security Attendant - Rover	04/26/2019 09:30 AM - 06:30 PM	5.00	EA	23.00	HR	1,035.00
Security Attendant - B&B Arena Gate	04/26/2019 07:00 AM - 10:00 AM	1.00	EA	23.00	HR	69.00
Security Attendant - Campground Coordinator	04/26/2019 07:45 AM - 06:15 PM	1.00	EA	23.00	HR	241.50
Security Attendant - Campground Gate	04/26/2019 05:00 AM - 06:00 PM	1.00	EA	23.00	HR	299.00
Security Attendant - Overnight Rover	04/26/2019 06:30 PM - 04/27/2019 08:00 AM	1.00	EA	23.00	HR	310.50
Security Attendant - Overnight <i>(Bldgs 10/12/16/The Hangar/Adoptions)</i>	04/26/2019 06:00 PM - 04/27/2019 07:30 AM	3.00	EA	23.00	HR	931.50
Security Attendant Lead	04/27/2019 07:00 AM - 07:30 PM	1.00	EA	30.00	HR	375.00
Security Attendant - Buildings <i>(Bldgs 10/12/16/The Hangar/Adoptions)</i>	04/27/2019 07:30 AM - 07:15 PM	5.00	EA	23.00	HR	1,351.25
Security Attendant - Bag Checks	04/27/2019 09:00 AM - 07:00 PM	7.00	EA	23.00	HR	1,610.00
Security Attendant - Rover	04/27/2019 08:00 AM - 07:00 PM	2.00	EA	23.00	HR	506.00
Security Attendant - Rover	04/27/2019 08:00 AM - 08:00 PM	4.00	EA	23.00	HR	1,104.00
Security Attendant - Campground Gate	04/27/2019 07:00 AM - 07:30 PM	1.00	EA	23.00	HR	287.50
Security Attendant - Gate 5 Crosswalk	04/27/2019 09:00 AM - 08:00 PM	2.00	EA	23.00	HR	506.00
Security Attendant - Campground Coordinator	04/27/2019 07:00 AM - 11:00 AM	1.00	EA	23.00	HR	92.00
Security Attendant - B&B Arena Gate	04/27/2019 07:00 AM - 10:00 AM	1.00	EA	23.00	HR	69.00
Security Attendant - Vendor Access Gate	04/27/2019 07:00 AM - 07:00 PM	1.00	EA	23.00	HR	276.00
Security Attendant - Overnight Rover	04/27/2019 08:00 PM - 04/28/2019 08:00 AM	1.00	EA	23.00	HR	276.00
Security Attendant - Overnight <i>(Bldgs 10/12/16/The Hangar/Adoptions)</i>	04/27/2019 07:00 PM - 04/28/2019 08:00 AM	3.00	EA	23.00	HR	897.00
Security Attendant Lead	04/28/2019 07:00 AM - 06:30 PM	1.00	EA	30.00	HR	345.00
Security Attendant - Rover	04/28/2019 08:00 AM - 09:00 PM	4.00	EA	23.00	HR	1,196.00
Security Attendant - Rover	04/28/2019 08:00 AM - 06:00 PM	2.00	EA	23.00	HR	460.00
Security Attendant - Vendor Access Gate	04/28/2019 07:00 AM - 07:30 PM	1.00	EA	23.00	HR	287.50
Security Attendant - Buildings <i>(Bldgs 10/12/16/The Hangar/Adoptions)</i>	04/28/2019 07:30 AM - 12:00 AM	5.00	EA	23.00	HR	1,897.50
Security Attendant - Bag Checks	04/28/2019 09:00 AM - 05:00 PM	7.00	EA	23.00	HR	1,288.00
Security Attendant - B&B Arena Gate	04/28/2019 07:00 AM - 10:00 AM	1.00	EA	23.00	HR	69.00
Security Attendant - Campground Gate	04/28/2019 07:00 AM - 06:30 PM	1.00	EA	23.00	HR	264.50
Security Attendant - Gate 5 Crosswalk	04/28/2019 09:00 AM - 07:00 PM	2.00	EA	23.00	HR	460.00
Technology						
Set Up / Tear Down						
Technology Attendant	Estimate 25 Hours	25.00	HR	47.00	EA	1,175.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Costa Mesa Police Department	Estimate Only (\$13,607.00 in 2018)	1.00	EA	#####	EVT	10,000.00
Davis School (<i>Offsite Parking</i>)	TBD	TBD	EA	200.00	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only (\$6,440.50 in 2018)	1.00	EA	5,000.00	EVT	5,000.00
Cash Handling Fees	(\$601.80 in 2018 inclusive of Change Fund, Cash Deposit, Armored Truck)	TBD	EVT	TBD	EVT	TBD
Credit Card Fees	2.85% (\$7,946.34 in 2018)	TBD	EVT	TBD	EVT	TBD
Ticket Printing Fees	\$.05 per ticket (\$1,980.25 in 2018)	TBD	EVT	TBD	EVT	TBD
Ticketmaster Ticketing Fees	(\$3,976.50 in 2018)	TBD	EVT	TBD	EVT	TBD
Total:						93,769.50

EXHIBIT A

Event Information

Summary

Facility Rental Total	*See Facility Rental Fee
Estimated Equipment, Reimbursable Personnel and Services Total	\$130,022.78

Grand Total:	\$130,022.78
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Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/28/2019	\$65,011.39
Second Payment	03/25/2019	\$65,011.39

Total:	\$130,022.78
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Please Remit Payment in *Check Only*

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

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

*Facility Rental Fee for America's Family Pet Expo shall consist of the OCFEC retaining twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and fifteen percent (15%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000).

**Action Sports Arena estimate for arena preparation, bleachers and public address system is approximately \$8,000.00. If preparation is required, payment will be deducted from Gross Admissions Revenue.

EQUESTRIAN CENTER STALL RENTAL

Equestrian Center stall rental to be determined at a later date when number of stalls are determined. If rented, payment will be deducted from Gross Admissions Revenue.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **JCS & JC, LLC dba Code Ninjas** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 11; Event dates APRIL 12-14, 2019**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x20' space in the Huntington Beach Exhibit Building. Space number to be determined. Space includes 10'x20' pipe and drape booth, 3 tables and 10 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair Imaginology - APRIL 12-14, 2019
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Space in exchange for coding exercises on laptops and additional STEM activities.
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 25, 2019.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in triplicate, by and on behalf of the parties hereto, the day and year first above written.

**Code Ninjas – JCS & JC
5321-B University Drive
Irvine, CA 92612**

**32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626**

By _____ (sign)
_____ (print)

By _____
Title: Kathy Kramer, Chief Executive Officer or
Michele Richards, Vice President Business Development

Title _____

RENTAL AGREEMENT

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

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 11; Event dates APRIL 12-14, 2019**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x10' space. SATURDAY AND SUNDAY, APRIL 13-14 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair Imaginology - APRIL 12-14, 2019
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2019.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 24, 2019.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in triplicate, by and on behalf of the parties hereto, the day and year first above written.

Girls Inc. of Orange County
1815 Anaheim Ave
Costa Mesa, CA 92627

32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626

By _____ (sign)

By _____

_____ (print)

Title: Kathy Kramer, Chief Executive Officer or
Michele Richards, Vice President, Business Development

Title _____

RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Fairmont Private Schools - California Preparatory School** hereinafter, called the Rentor.

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 11; Event dates APRIL 12-14, 2019**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x10' space. FRIDAY AND SUNDAY, APRIL 12 & 14 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair Imaginology - APRIL 12-14, 2019
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2019.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 24, 2019.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in triplicate, by and on behalf of the parties hereto, the day and year first above written.

Fairmont Private Schools
1575 W Mable St.
Anaheim, CA 92802

32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626

By _____ (sign)

By _____

_____ (print)

Title: Kathy Kramer, Chief Executive Officer or
Michele Richards, Vice President, Business Development

Title _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Nazkidz Foundation** hereinafter, called the Renter.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 11; Event dates APRIL 12-14, 2019**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape booth with 1 table and 2 chairs and electrical.**

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

OC Fair Imaginology - APRIL 12-14, 2019

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

Refundable deposit of \$100 DUE. If conditions of agreement are met, refund of deposit will be made on or before JUNE 1, 2019. REFUND TO BE MADE TO: Ya-Mia Dawson per Feature Exhibitor Application.

5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 24, 2019.**

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. **Special Provisions: By signing this Agreement, Renter acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**

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

IN WITNESS WHEREOF, This agreement has been executed in triplicate, by and on behalf of the parties hereto, the day and year first above written.

**Nazkidz Foundation
9410 Owensmouth Avenue
Charsworth, CA 91311**

**32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626**

By _____ (sign)

By _____

_____ (print)

Title: Kathy Kramer, Chief Executive Officer or
Michele Richards, Vice President, Business Development

Title _____

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
 5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
 7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
 11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from caused beyond Rentor's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
 14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
 18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
 19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
 21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.
- Nondiscrimination Clause, Form 17A or Form 17b for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 or page one.

EXHIBIT "A"
OC FAIR IMAGINOLOGY 2019 RULES AND REGULATIONS

ACTIVITY – All booths must include a demonstration, hands-on activity or game to engage those attending the event. Failure to provide an activity will result in forfeiture of deposit monies and withdrawal of application to **OC Fair Imaginology 2020**.

EQUIPMENT AND ELECTRICAL - needs must be stated on the application. Any modification of needs will be accommodated if possible, but not guaranteed. Extension cords must be a minimum of 12 gauge and UL approved, and are 3 prong (grounded) configuration. You must supply your own extension cords.

INSURANCE - Feature exhibitors are required to provide evidence of insurance. See Exhibit "B", Insurance Requirements. Special Events Liability Insurance may be purchased at a fee of \$ 35.00.

MEGAN'S LAW SCREENING – In accordance with District policy, all entities conducting business on the OC Fair grounds property during OC Fair Imaginology 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 OCFEC premises. This screen must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify OCFEC 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 OCFEC premises. See the Megan's Law Screening Certification and Listing enclosed.

PROHIBITED ITEMS - Feature exhibitors are prohibited from giving away the following items: Stickers, balloons, gum and consumable items.

PROMOTION ONLY - Feature exhibitors will not be allowed to sell items at the event. **Exhibitors are prohibited from obtaining personal information from attendees under the age of 18.** Information provided by a parent is permissible.

SET-UP - of exhibit is permitted **Thursday, April 11 from 9 a.m. to 6 p.m., Friday, April 12 from 7:00 a.m. to 8:30 a.m. and Saturday and Sunday, April 13 and 14 from 7 a.m. to 9:30 a.m.** If additional set-up time is required special arrangements must be made in advance with the OC Fair Imaginology staff. Please call **Chris Gunst at (714) 708-1553** to make special set-up arrangements. Cart service will not be provided.

SPACES - will be assigned by designated OC Fair Imaginology staff of the OC Fair & Event Center only.

STAFFING - All booths must be staffed during all hours of the event for all days you are participating.

Friday, April 12, 2019	9 a.m. – 3 p.m.
Saturday, April 13, 2019	10 a.m. – 5 p.m.
Sunday, April 14, 2019	10 a.m. – 5 p.m.

SUBLEASING (SHARING) - of spaces is not allowed under any circumstances.

TEAR DOWN - of exhibit should take place after **3:00 p.m. on Friday** and after **5:00 p.m. on Saturday or Sunday**. Tearing down booth prior to closure of event will result in forfeiture of deposit monies and withdrawal of application to **OC Fair Imaginology 2020**.

TIP JARS - are not allowed.

WORK PERMITS - are required by law for all workers under the age of 18 years old.

PLEASE SHARE A COPY OF THESE FEATURE EXHIBITOR BOOTH RULES WITH ALL WHO WILL BE STAFFING YOUR BOOTH AT **OC FAIR IMAGINOLOGY 2019**. FAILURE TO COMPLY WITH ABOVE RULES MAY RESULT IN THE LOSS OF DEPOSIT MONIES.

**EXHIBIT B
INSURANCE REQUIREMENTS**

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, 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 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 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability -Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, 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: **OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626**

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

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

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

OR

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

OR

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

OR

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

II. General Provisions

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

2 Primary Coverage -The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3 Contractor's Responsibility -Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4 Certified Copies of Policies -Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, 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. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

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

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

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

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

3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. 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. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor, by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code Section 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. Amendment (GC 11010.5)

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

5. Assignment

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

6. Termination

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

7. Governing Law

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

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

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

Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

9. **Contractor Name Change**

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

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

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