

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

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
19500	Australian Battered Potatoes LLC	Australian Battered Potatoes, Cheese, Sweet Chili Topping, Ranch Dressing, Spicy Chipotle, Sour Cream, Bacon Pieces, Soft Drinks, Water	Main Mall	7/1/2019-8/13/2019	25' x 20'	\$4,400.00
19501	Backyard BBQ Village, Inc.-Cart	Aqua Frescas, Chamoyadas	Plaza Pacifica	7/1/2019-8/13/2019	10' x 8'	\$750.00
19502	Backyard BBQ Village, Inc.-Cart	Aqua Frescas, Chamoyadas	Fair Square	7/1/2019-8/13/2019	10' x 8'	\$750.00
19503	Backyard BBQ Village, Inc.-Chicken	Special Chicken Combos with Fries and Small Drink: Pan Fried Chicken, Wings, Sandwich, Kabob, Fajitas; Dinners with Fries and Coleslaw: BBQ Ribs, 1/2 BBQ Chicken, 1/4 Pan Fried Chicken; Combo Meal with fries: 1/2 BBQ Chicken, 1/4 Pan Fried Chicken, Chicken Strip Basket, BBQ Hot Wings, Kid's Meal-Chicken Strips; Sandwiches: BBQ Chicken, Boneless Rib; A La Carte: 1/2 BBQ Chicken, 1/4 Pan Fried Chicken, Ribs (5 pieces), Kabob (Chicken), Fajitas, Fried Zucchini, Onion Rings, Ranch Fries, Curly Fries, Corn on the Cob; Side Orders: Tortillas and Salsa, Coleslaw; Beverages: Soft Drinks, Lemonade and Bottled Water	Livestock Lane	7/1/2019-8/13/2019	64' x 12'	\$4,400.00
19504	Backyard BBQ Village, Inc.-Nachos	Specialty Nachos: Buffalo, Pulled Pork, Mole, Southwestern, Chicken Teriyaki, BBQ Chicken, Dorito Loco, Florentine: Esquites (corn in a cup), Kid's Meal (Bean and Cheese Nachos and Small Drink; Special Combo includes Specialty Nachos, Esquite and a Small Drink; Beverages: Sodas, Lemonade and Bottled Water.	Main Mall	7/1/2019-8/13/2019	40' x 12'	\$6,300.00
19505	Backyard BBQ Village, Inc.-Philly	Special Combos: Pan Fried Chicken, Chicken Wings, Asada Fries, Chicken Sandwich, Philly Sandwich, Chicken Kabob with Fries and Small Drink; Dinners: BBQ Ribs, 1/2 BBQ Chicken, 1/4 Pan Fried Chicken with Fries and Coleslaw; Combo Meals: 1/2 BBQ Chicken, 1/4 Pan Fried Chicken, Chicken Strip Basket, BBQ Hot Wings, Philly Sandwich, Kid's Meal Chicken Strips and Fries; Sandwiches: Philly Steak and BBQ Chicken; A La Carte: 1/2 BBQ Chicken; 1/4 Pan Fried Chicken, Chicken on a Stick, Ribs (5 pieces), Chicken Kabob, Fajitas, Fried Zucchini, Onion Rings, Asada Fries, Curly fries, Ranch Fries, Corn on the Cob.	Livestock Lane	7/1/2019-8/13/2019	25' x 12'	\$5,350.00
19506	Backyard BBQ Village, Inc.-Water	Bottled Water, Gatorade, Bottled Soda, Popsicles	Country Meadows	7/1/2019-8/13/2019	10' x 8'	\$750.00
19507	Backyard BBQ Village, Inc.-Water	Bottled Water, Gatorade, Bottled Soda, Popsicles	Main Mall	7/1/2019-8/13/2019	10' x 8'	\$750.00
19508	Backyard BBQ Village, Inc.-Water	Bottled Water, Gatorade, Bottled Soda, Popsicles	Livestock Lane	7/1/2019-8/13/2019	10' x 8'	\$750.00
19509	Backyard BBQ Village, Inc.-Water	Bottled Water, Gatorade, Bottled Soda, Popsicles	Green Gate	7/1/2019-8/13/2019	10' x 8'	\$750.00

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19510	Backyard BBQ Village, Inc.-Water	Bottled Water, Gatorade, Bottled Soda, Popsicles	Centennial Farm	7/1/2019-8/13/2019	10' x 8'	\$750.00
19512	Brander Enterprises, Inc.-Candyland	Popcorn, cotton candy, caramel & candy apples, licorice ropes,bacon nachos, deep fried Reeses & Snickers, apple slices, sno cones, shave ice, water, sodas	Park Plaza	7/1/2019-8/13/2019	38'x26'	\$2,500.00
19513	Brander Enterprises, Inc.-Mini Donuts	mini donuts, plain, topped with chocolate or strawberry topping or sundae in the middle; deep fried Snickers or Reese's big cup; deep fried Gansito; cold and hot drinks: coffee, tea, cappuccino, lemonade, sodas and water; soft serve ice cream: floats, shakes, sundaes, dipped bananas milk, juices, tea, coffee, smoothies, frozen bananas, cotton candy, banana split	Centennial Way	7/1/2019-8/13/2019	24'x26'	\$2,500.00
19514	Brander Enterprises, Inc.-Texas Donuts	texas donuts, glazed icing, specialty; deep fried Snickers or Reese's big cup; deep fried Gansito; cold and hot drinks: coffee, tea, cappuccino, lemonade, sodas and water; soft serve ice cream: floats, shakes, sundaes, dipped bananas milk, juices, tea, coffee, smoothies, frozen bananas, cotton candy, banana split	Main Mall	7/1/2019-8/16/19	38'x24'	\$5,350.00
19515	C&C Concessions, Inc.-The Hook	Fish & Chips, Beer Battered Shrimp & Chips, Fried Clams & Chips, Calamari & Chips, Popcorn Shrimp & Chips, Fish Taco Shrimp Taco, Fries, Onion Rings Hush Puppies, Pico Slaw, soft drinks, lemonade,water.	Country Meadows	7/1/2019-8/13/2019	25' x 25'	\$3,450.00
19516	C&C Concessions, Inc.-The Ranch	BBQ sandwich:tri tip, pork, chicken, beef clod, deep fried hamburgers, pork chop sandwich, deep fried hot dog, fries, sweet potato fries, onion rings, pork chop on a stick, chicken tenders, beans, fried dill pickles, ranch dressing, soft drinks, lemonade, coffee, bottled water.	Country Meadows	7/1/2019-8/13/2019	60' x 30'	\$2,500.00
19517	Cathy's Cookies	Chocolate Chip Cookies: Bucket or Sleeve; Cookie Sundae; Milk, Hot Chocolate, Coffee, Soft Drinks, Bottled Water	Memorial Way	7/1/2019-8/13/2019	30'x20'	\$2,500.00
19518	Chicken Charlie's Enterprises	Beef kabobs, Frybq ribs; Chicken kabobs, Broasted chicken, Krispy Kream sandwich, deep fried: chicken strips, veggies, Doritos, frog legs, Klondike Bar, Kool-Aid, Oreos, Pickles, Twinkies; french fries, onion strings, zucchini curls, Hummus, Pita bread, lemonade and sodas	Family Fair Way	7/1/2019-8/13/2019	38' x 28'	\$10,100.00
19519	Chicken Charlie's Enterprises	Totally fried Krispy Kream chicken sandwich,beef & chick. Kabobs, fried chick. Strips, Onion strings, chick. waffles, zucchini curls, waffles, Pita bread, hummus, rotisserie chicken,deep fried Doritos, frog legs, Klondike bar, Kool-aid, pickles,Oreo, pickles, ravioli, S'mores, Twinkies, White Castle, zucchini weenie, drinks, water	Main Mall	7/1/2019-8/13/2019	40' x 25'	\$2,500.00

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19520	Chicken Charlie's Enterprises-Pineapple Express	Maui Chicken, Naked Shrimp, Bacon Wrapped Shrimp, Shrimp with Pineapple Sauce, Maui Chicken Sliders, Lobster on a Stick, Calamari, Fried Pineapple with Coconut, Pineapple Cup, Fries, Rice, Coleslaw, Soft Drinks, Lemonade, Bottled Water.	Main Mall	7/1/2019-8/13/2019	30'x20'	\$3,250.00
19521	Chuckwagon dba Chuck Dugan Concessions-Beer	Beer	South Lawn	7/1/2019-8/13/2019	18' x 15'	\$2,500.00
19522	Chuckwagon dba Chuck Dugan Concessions-Chuckwagon & Corn	BBQ dinners: brisket, pork rib, chicken, sandwich: chopped pork , chicken breast, brisket, sausage, rib basket, rib slab, whole brisket, hot dog, chili dog, macaroni & cheese, cornbread, coleslaw, rangeburger,rangeburger combo, BBQ beef or pork sundae, rice, stew, waffle value meal, family plates, fries, cobbler, hog fries, kids meal, grilled corn, drinks, beans, chili	Fair Square	7/1/2019-8/13/2019	57' x 25'	\$5,350.00
19523	Chuckwagon dba Chuck Dugan Concessions-Fresh Frys	Fresh Frys, Ranch Frys, Chili Frys, Cheese Frys, Chili Cheese Frys, Blooming Onion, Yammys, Cinnamon Sugar Yammys, Marshmellow Yammies, soft drinks and bottled water	Family Fair Way	7/1/2019-8/13/2019	25' x 9'	\$2,500.00
19524	Chuckwagon dba Chuck Dugan Concessions-Ice	Ice	Lot B	7/1/2019-8/13/2019	20' x 48'	\$1,500.00
19525	Chuckwagon dba Chuck Dugan Concessions-Texas Style BBQ	BBQ Sandwiches: brisket, sausage, chopped pork, Sundae: pork , beef, rib basket, rib slab, waffle fries, value meal, ranch dressing, whole brisket, slab of pork ribs, soft drinks, bottled water.	Family Fair Way	7/1/2019-8/13/2019	30' x 9'	\$2,500.00
19526	Chuckwagon dba Chuck Dugan Concessions-Wild Hog BBQ	BBQ dinners: rib, brisket, chicken, grilled pork chop Sandwiches: chopped pork, brisket, chicken breast, pork chops, ribs, bbq beef or pork sundae, burger, burger combo, hot dog, kids meal, value meal, waffle fries, hog fries, beans, macaroni & cheese, slaw, cornbread, grilled corn and drinks.	Fair Square	7/1/2019-8/13/2019	30' x 20'	\$2,500.00
19527	Crutchfield's Fish & Chips-Beer	Beer	Centennial Way	7/1/2019-8/13/2019	35' x 35'	\$3,450.00
19528	D&D Country Fair Cinnamon Rolls-Cinnamon Rolls	Cinnamon Rolls with or without toppings; Beverages: Mocha Coffee, Coffee, Hot Chocolate, Hot Tea, Milk, Soft Drinks, Lemonade, Iced Tea and Bottled Water.	Livestock Lane	7/1/2019-8/13/2019	20' x 20'	\$5,350.00
19529	D&D Country Fair Cinnamon Rolls-Shaved Ice	Sno-cones, Shaved Ice.	Livestock Lane	7/1/2019-8/13/2019	20' x 20'	\$2,500.00
19530	D&D Country Fair Cinnamon Rolls-Smoothies	Smoothies; Unicorn Pineapple Bomb, Unicorn Freeze, Pina Colada Smoothie Bomb; Beverages: Frozen Coffee Drinks, Mocha Coffee, Hot Tea, Hot Chocolate, Soft Drinks, Lemonade, Iced Tea and Bottled Water.	Livestock Lane	7/1/2019-8/13/2019	20' x 20'	\$2,500.00

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19531	Destroy Productions dba Hawaiian Chicken Bowls	Hawaiian Chicken Bowls: Tiki, Luau, Orange, Big Kahuna, Veggie; Coconut Shrimp Plate; Spicy Moa Sandwich; Hula Bowl, Aloha Bowl; Pineapple on a Stick; Hawaiian Sundae; Soft Drinks, Tropical Iced Tea and Bottled Water.	Park Plaza	7/1/2019-8/13/2019	20' x 30'	\$3,450.00
19532	Don Crutchfield Concessions	Corndogs, cheese on a stick, lemonade and water	Centennial Way	7/1/2019-8/13/2019	20' x 30'	\$2,500.00
19533	Don Crutchfield Concessions	Corndogs, cheese on a stick, lemonade and water	Livestock Lane	7/1/2019-8/13/2019	20' x 30'	\$3,450.00
19534	Don Crutchfield Concessions	Corndogs, cheese on a stick, lemonade and water	Main Mall	7/1/2019-8/13/2019	20' x 30'	\$2,500.00
19535	Duggan's Concessions dba Orange Julius	Julius drinks, chili dogs, hot dogs	Country Lane	7/1/2019-8/13/2019	24' x 20'	\$3,450.00
19536	Event Food Services U.S.A., Inc.	ICEE, hot dogs, chili hot dog, Frito boat, water	Midway Ave	7/1/2019-8/13/2019	16' x 16'	\$2,500.00
19537	Event Food Services U.S.A., Inc.	ICEE, hot dogs, chili hot dog, Frito boat, water	Family Fair Way	7/1/2019-8/13/2019	16' x 16'	\$3,450.00
19538	Family A Fair, Inc. dba Pink's Hot Dogs	Pink's Hot Dogs, bacon burrito dog, variety of fries, toppings, sodas	Country Meadows	7/1/2019-8/13/2019	35' x 30'	\$4,400.00
19539	Fruit Caboose Concessions Inc.	Soft serve Ice Cream and Yogurt: Sundaes, Waffle Cones, Cake Cones, Plain or Dipped; Black and White Sundae, Ice Cream Sandwich, P & J Ice Cream Sundae, Cowpie, Banana Boat, Banana Split, Banana Foster, Frozen Banana, Big Drum, Ice Cream Smores, Strawberry Shortcake (add Ice Cream or Yogurt for additional cost), Chocolate Dipped Strawberry Bowl, Cheesecake on a Stick, Caramel Apple Basket, Chocolate Dipped Pickles, Chocolate Dipped Bacon, Old Fashioned Shakes, Floats; Toppings: Nuts or Sprinkles; Beverages: Lemonade/Strawberry Freezes, Soft Drinks, Iced Tea, Lemonade, Milk, Bottled Water.	Family Fair Way	7/1/2019-8/13/2019	35' X 14'	\$5,350.00
19540	Fruit Caboose Concessions Inc.	Soft serve Ice Cream and Yogurt: Sundaes, Waffle Cones, Cake Cones, Plain or Dipped; Black and White Sundae, Ice Cream Sandwich, P & J Ice Cream Sundae, Cowpie, Banana Boat, Banana Split, Banana Foster, Frozen Banana, Big Drum, Ice Cream Smores, Strawberry Shortcake (add Ice Cream or Yogurt for additional cost), Chocolate Dipped Strawberry Bowl, Cheesecake on a Stick, Caramel Apple Basket, Chocolate Dipped Pickles, Chocolate Dipped Bacon, Old Fashioned Shakes, Floats; Toppings: Nuts or Sprinkles; Beverages: Lemonade/Strawberry Freezes, Soft Drinks, Iced Tea, Lemonade, Milk, Bottled Water.	Main Mall	7/1/2019-8/13/2019	35' x 14'	\$2,500.00
19541	Fun Time Foods, LLC dba Mom's Bakeshoppe	Chocolate Chip Cookies, Fifty-Fifty Brownies, Ice Cream Cookie Sandwich, Coffee, Milk, Bottled Water	Festival of Products	7/1/2019-8/13/2019	20' X 10'	\$4,400.00

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19542	Hot Dog on a Stick Fair Co.	Hot Dog on a Stick, Cheese on a Stick, Cream Cheese on a Stick, French Fries, Lemonade, Bottled Water	Main Mall	7/1/2019-8/13/2019	26' x 20'	\$2,500.00
19543	J.L.Q. Concessions dba Eddie's Asian Inspired Cuisine	Plates, Bowls and Combos: Beef & Broccoli, Orange Chicken, Honey Walnut Shrimp, Mongolian Beef, Kung Pao Chicken, Teriyaki Chicken, Chicken, Beef and Veggie Sticks, Egg Rolls, Spring Rolls, Fried Rice, Chow Mein, Bahn Mi Sandwich	Main Mall	7/1/2019-8/13/2019	34' x 21'	\$2,500.00
19544	J.L.Q. Concessions dba Pepe's Mariscos	Fresh Mexican Food: Fish: Shrimp and Campechana cocktails; Tostados: Fish, Shrimp, Mixta, Fish Ceviche; Tacos: Grilled Fish, Fried Shrimp, Beef (Asada), Grilled Chicken, Al Pastor; Burritos: Veggie, Beef, Grilled Chicken, Supreme; Quesadillas: Cheese, Beef, Grilled Chicken, Supreme; Chips with Salsa, Ceviche, Nachos, Nacho Supreme, Special Nachos; Mexican Sandwiches: Beef or chicken Torta; Fruit Cups, Tostilocos Mangonada; Mexican Water, sodas, water	Main Mall	7/1/2019-8/13/2019	33' x 17'	\$4,400.00
19545	Jackson Enterprises-Beer	Beer, wine coolers	Family Fair Way	7/1/2019-8/13/2019	40' x 20'	\$2,500.00
19546	Jackson Enterprises-Corn Star	Fried & baked potatoes toppings, sweet potatoes, veggie kabob, fries, chips, tater tots, corn on cob, stuffed peppers, hot caramel corn cappuccino, cold caramel corn frappuccino, lemonade, soft drinks, ice tea	Centennial Way	7/1/2019-8/13/2019	40' x 40'	\$4,400.00
19547	JP's Old West Cinnamon Rolls	Cinnamon Rolls, Toppings: Frosting, Nuts; Cinnamon Roll Mix To Go; Beverages: Coffee, Hot Tea, Hot Chocolate; Espresso Drinks: Cappuccino, Latte, Mocha, Extra Shots, Quad Shots, Frozen Mocha, Frozen Drinks, Milk, Soft Drinks, Iced Tea, Lemonade, Bottled Water.	Carnival of Products	7/1/2019-8/13/2019	40' X 8'	\$3,450.00
19548	JP's Old West Cinnamon Rolls dba Original Bratwurst	Bratwurst; Bratwurst and Sauerkraut; Bratwurst, Reuben Sandwich; Toasted Club Sandwich; Schnitzel Strips; Brat Bites; Chef Salad; Schnitzel Bacon Salad; Avocado Salad; Chicken Caesar Salad; Caesar Salad; Sides: Sauerkraut, Seasoned Fries; Beverages: Soft Drinks, Lemonade, Iced tea, Fruit Punch, Coffee, Hot Tea, Hot Chocolate and Bottled Water.	Park Plaza	7/1/2019-8/13/2019	35' x 20'	\$2,500.00
19549	Juicys, LLC	Outlaw Burger, Texas Sized Turkey Leg, Giant Western Sausage, Giant Jalapeno, Foot Long Hot Dog, Corn Dog, Cowabunga Corn Dog, Deep Fried Chicken Sandwich; Kid's Meal: Chicken Nuggets, Waffle Fries Small Drink; Mountain of Curly Fries, Colossal Deep Fried Onion Rings, Deep Fried Zucchini, Toppings: Chili, Cheese; Beverages: Soft Drinks, Lemonade, Strawberry Lemonade, Bottled Water.	Family Fair Way	7/1/2019-8/13/2019	50' x 20'	\$2,500.00

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19550	Juicys, LLC	Outlaw Burger, Texas Sized Turkey Leg, Giant Western Sausage, Giant Jalapeno, Foot Long Hot Dog, Corn Dog, Cowabunga Corn Dog, Deep Fried Chicken Sandwich; Kid's Meal: Chicken Nuggets, Waffle Fries Small Drink; Mountain of Curly Fries, Colossal Deep Fried Onion Rings, Deep Fried Zucchini, Toppings: Chili, Cheese; Beverages: Soft Drinks, Lemonade, Strawberry Lemonade, Bottled Water.	Fair Square	7/1/2019-8/13/2019	50' x 20'	\$5,350.00
19551	Juicys, LLC	Texas Sized Turkey Leg, Giant Western Sausage, Giant Jalapeno, Foot Long Hot Dog, BBQ Beef Sandwich, BBQ Turkey Sandwich; Roasted Corn; Mountain of Curly Fries, Coleslaw, Beans, Waffle Fries; Topping: Ranch Dressing; Beverages: Soft Drinks, Lemonade, Strawberry Lemonade, Bottled Water.	Livestock Lane	7/1/2019-8/13/2019	50' x 20'	\$2,500.00
19552	Juicys, LLC	Outlaw Burger, Texas Sized Turkey Leg, Giant Western Sausage, Giant Jalapeno, Foot Long Hot Dog, Corn Dog, Cowabunga Corn Dog, Deep Fried Chicken Sandwich; Kid's Meal: Chicken Nuggets, Waffle Fries Small Drink; Mountain of Curly Fries, Colossal Deep Fried Onion Rings, Deep Fried Zucchini; Roasted Corn; Salads: Kale, Conscious Cobb; Topping: Chili Cheese; Beverages: Soft Drinks, Watermelon Refresher, Strawberry Refresher; Iced Tea, Green Tea, Lemon Tea and Bottled Water.	Country Meadows	7/1/2019-8/13/2019	75' x 20'	\$6,300.00
19553	Juicys, LLC - Apollo's Greek Stand	Greek Food: Classic Gyro, Pita Burger, Chicken Pita, Chicken on a Stick, Greek Salad, Pita Chips, French Fries, Baklava, Hummus, Tzatzk or Fiery Feta; Beverages: Soft Drinks, Lemonade, Strawberry Lemonade and Bottled Water.	Main Mall	7/1/2019-8/13/2019	50' x 20'	\$2,500.00
19554	Juicys, LLC - Dogsville	Hot Dogs: Classic, Junkyard Dog, Champion, Mutt, Chili Cheese Dog; Corndogs: Bandit Jalapeno Cheese, Hawg Ham and Cheese, Beast Sausage and Jalpeno; Sausages: Giant Western, Giant Jalapeno and Cheese; Grande Nachos; French Fries with or without Chili and Cheese; Beverages: Lemonade Shake-Up, Orangeade Shake-Up, Strawberryade Shake-Up, Soft Drinks, Lemonade, Strawberry Lemonade and Bottled Water.	Main Mall	7/1/2019-8/13/2019	16' x 20'	\$2,500.00
19555	Juicys, LLC - Funnel Cake	Funnel Cakes with toppings: Ice Cream, Cherries or Strawberries and Whipped Cream; Funnel Cake Hamburger, Beverages: Coffee, Soft Drinks and Bottled Water.	Fair Square	7/1/2019-8/13/2019	30' x 20'	\$2,500.00
19556	June's Java Break, Inc. dba Maui Wowi Hawaiian	100% Kona Coffee, Iced Coffee, Variety of Regular and Sugar Free Syrups	Memorial Way	7/1/2019-8/13/2019	12' x 12'	\$1,500.00
19557	L & L Concessions, Inc.-Ice Cream	Ice cream: soft serve cones, banana splits, waffle cone sundaes, fudge brownie sundaes, malts and shakes, sodas, water	Midway Ave	7/1/2019-8/13/2019	20' x 18'	\$2,500.00

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19558	L & L Concessions, Inc.-Philly	Sandwiches: Philly cheesesteak, hamburgers, cheeseburgers, fries, nachos, hot dogs, water, sodas.	Main Mall	7/1/2019-8/13/2019	30'x 24'	\$2,550.00
19559	Leap of Faith Adventures, Inc. dba JK Dots	Dippin Dots: waffle cup or cone, sundaes, brownies, shakes, smoothies, floats, yogurt, iced tea, coffee, milk, soda, water	Carnival of Products	7/1/2019-8/13/2019	20' x 8'	\$2,500.00
19560	Leap of Faith Adventures, Inc. dba JK Dots	Dippin Dots: waffle cup or cone, sundaes, brownies, shakes, smoothies, floats, yogurt, iced tea, coffee, milk, soda, water	Fair Square	7/1/2019-8/13/2019	25' x 10'	\$2,500.00
19561	Lori's Concessions, Inc.-Tasti Burgers	Gourmet burgers single or doubled: burgers, cheeseburger; Burgerrito, Dogerrito, protein wrap, hot dogs: specialty or stadium, kid's meal; fries, chili fries, beef and cheddar fries; coffee, sodas, frozen lemonade, water.	Livestock Lane	7/1/2019-8/13/2019	22' x 10'	\$3,450.00
19562	Lori's Concessions, Inc.-Tasti Chips	Tasti Chips, onion rings, chili cheese chips, jalapeno cheese sauce, ranch, salsa, sodas, bottled water	Livestock Lane	7/1/2019-8/13/2019	24' x 8'	\$4,400.00
19563	M. Hill Enterprises, Inc.-Ice Cream	Ice Cream: soft serve in cups, cake or waffle cones, sundaes, hot fudge or banana royale sundaes, rootbeer floats, shakes or malts. Hand dipped bars with choice of one topping; frozen bananas, cheesecake on a stick; water, sodas.	Park Plaza	7/1/2019-8/13/2019	20' x 20'	\$2,500.00
19564	M. Hill Enterprises, Inc.-Lemonade	Fresh squeezed lemonade, lemonade slushie, water.	Family Fair Way	7/1/2019-8/13/2019	18' x 20'	\$3,450.00
19566	Noel's Foods, Inc.	Traditional and healthy choice Mexican food: burritos, bowls, sandwiches, vegetarian tacos, original tacos, Noel's tacos, fish tacos, kid's meals, nachos with jalapenos or deluxe with meat, California fries, taquitos, quesadilla, torta, taco salad; sides of rice, beans, guacamole, cheese, sour cream or jalapenos; churros, sodas, tea, bottled water, coffee and hot chocolate.	Centennial Way	7/1/2019-8/13/2019	50' x 20'	\$4,400.00
19567	Old Country Store dba Candyville	Bulk Candies, Lollipops, Chocolate, Sugar Free Candy	Carnival of Products	7/1/2019-8/13/2019	20' x 8'	\$7,150.00
19568	Old Country Store dba Candyville	Bulk Candies, Lollipops, Chocolate, Sugar Free Candy	Festival of Products	7/1/2019-8/13/2019	20' x 10'	\$4,200.00
19569	Orange County Wine Society	Wine Tasting, Wine Coolers, Fair Logo Glasses	Wine Courtyard	7/1/2019-8/13/2019		\$0.00
19570	Papa Gino's Pizza	pizza by the slice, whole, on a stick or personal size: cheese, pepperoni; pizza bread, cheesy bread	Family Fair Way	7/1/2019-8/13/2019	28' x 20'	\$4,400.00
19571	PHD and Me	Shave Ice with choice of one or two flavors; Bottled Water	Main Mall	7/1/2019-8/13/2019	10'x20'	\$2,500.00
19572	Planet Popcorn, Inc.	Gourmet flavored popcorn, Lemonade, Flavored Shots	Park Plaza	7/1/2019-8/13/2019	30' x 25'	\$2,500.00

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19574	Rainbow/Blue and White Concessions	Hamburgers: 1/4 and 1/2 pound, Cheeseburgers: 1/4 pound, Kart Wheel (Deep Fried Burger), Hot Dogs: Mile Long, 1/4 pound; Cheese Curds, Fries, Chili or Cheese Fries, Chili and Cheese Fries add Jalapenos or Kraut; Combo Meals: Hamburger, Hot Dog or Kid's Meal; Soft Drinks, Flavored Lemonades, Coffee and Bottled Water.	Country Lane	7/1/2019-8/13/2019	30' x 20'	\$4,400.00
19576	Reno's Fish & Chips, Inc. dba Holy Cao's Boba Tea	Boba Tea: Black Tea, Green Tea, Passionfruit, Thai, Oolong, Mango, Jasmine Lychee	Park Plaza	7/1/2019-8/13/2019	10'x20'	\$2,500.00
19577	Reno's Fish & Chips, Inc. dba Pignotti's Gourmet Snacks	Gourmet appetizers: cheese and fruit plates, deli plates, vegetable plates, meatball sliders, cookies and drinks.	Courtyard	7/1/2019-8/13/2019	12'x8'	\$2,500.00
19578	Reno's Fish & Chips, Inc. dba Pignotti's Pasta	Pasta, pizza, spaghetti, salads, meatballs, veggies, sausage, antipasta bread bowl, deli sandwich, spaghetti and meatball sandwich, tortellini, garlic bread, drinks: sodas, water, tea	Country Meadows	7/1/2019-8/13/2019	19'x8'	\$3,450.00
19579	Reno's Fish & Chips, Inc. dba Who Fried the Cheese	Gourmet Fried Cheese- Fried: Ravioli, Mozzarella Sticks, Jumbo Mozzarella Stick, Cheese Kurds, Macaroni Cheese Bites, Bacon/Cheese Balls, Mixed Cheese Plate, Brie Plate, Cheese Sliders; Soft Drinks, Bottled Water	Plaza Pacifica	7/1/2019-8/13/2019	20'x10'	\$2,500.00
19580	Revolutionary Service, Inc. dba Sippers and More-Bacon A Fair	Bacon wrapped A la Carte or Plate: Hot Dog, Grilled Sausage, Deep Fried Beer Battered Hot Dog, Turkey Leg, Stuffed Jalapenos, Chocolate Covered Oreos, Dates, Zucchini; Wild Boar Bacon Wrapped Asparagus, Wild Boar Bacon Bites, Wild Boar Bacon Ribs, Smoked Jack Daniels Bacon Wrapped Churro, Bacon Bombs, Porkabelllo Kabob, Bacon on a Stick, Buffalo Bacon Bites, Deep Fried Bacon Plate, Deep Fried Bacon Plate, Chocolate Covered Bacon, Chocolate Peanut Butter Covered Bacon, Coronary Combo, Chocolate Bacon Banana, Chocolate Bacon S'mores; Beverages: Bacon Flavored Cream Soda, Bacon Flavored Root Beer, Soft Drinks, Lemonade and Bottled Water.	Family Fair Way	7/1/2019-8/13/2019	27' x 10'	\$2,500.00
19581	Revolutionary Service, Inc. dba Sippers and More-Mexican Funnel Cake	Apple Fries, Mexican Funnel Cake, Churros, Churro Bag, Baby Ruth Stuffed Jalapeno, Chocolate Covered Bacon, Chocolate Peanut Butter Bananas, Deep Fried Butter; Toppings: Strawberries, Ice Cream or Whipped Cream; Beverages: Bottled Soft Drinks, Sports Drinks and Bottled Water.	Livestock Lane	7/1/2019-8/13/2019	15'x20'	\$6,300.00
19582	SDM Concessions, LLC dba Ten Pound Buns	Sourdough by the slice or loaf. Slices: Original Garlic Cheese or European Cheese Bread; Toppings: Meat Lover's, BBQ Chicken, Pepperoni, Pastrami, Bacon Nutella, Latin Bread; Beverages: Teas, Coffee, Hot Chocolate, Hot or Iced Cappuccinos, Energy Drinks, Soft Drinks or Bottled Water.	Country Meadows	7/1/2019-8/13/2019	20' x 15'	\$4,400.00



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

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
19584	TC Dugan Enterprises, Inc. dba Crutchee's Cream	Ice cream cones: vanilla, chocolate or combo; waffle cones, dipped cones, sundaes with toppings, banana splits, shakes, chocolate dipped frozen bananas, strawberry stacks and white chocolate dipped strawberry stacks	Family Fair Way	7/1/2019-8/13/2019	25' x 10'	\$3,450.00
19585	TC Dugan Enterprises, Inc. dba Dole Whip	Dole Whip Cup or Cone; Sprinkles; Bottled Water	Green Gate Village	7/1/2019-8/13/2019	10' x 10'	\$2,500.00
19856	Terri's Berries, Inc.	Fresh Produce, Caramel Apples, Chocolate-Dipped Licorice, Marshmallows, Rice Krispie Treats, Strawberry, Chocolate Fruit Bars, Granola & fruit yogurt, Fruit Drinks, Smoothies, Lemon Lime Freeze, Mocha Freeze, Strawberry Shortcake; Sodas and Water	Centennial Way	7/1/2019-8/13/2019	40' x 20'	\$4,400.00
19587	Timbo's II-Jerky	Jerky: Beef, Turkey Venison, Buffalo, Beef Sticks, Dill Pickles	Carnival of Products	7/1/2019-8/13/2019	20' X 8'	\$2,500.00
19588	Timbo's II-Jerky	Jerky: Beef, Turkey Venison, Buffalo, Beef Sticks, Dill Pickles	Festival of Products	7/1/2019-8/13/2019	30' x 10'	\$2,500.00
19589	Tony's Concessions	Special Combos: Burrito/Flan, Super Nachos/2 Tacos, Rice Bowl/Flan, Torta/Flan, Torta/Fruit Shake or Juice, Quesadilla/2Tacos; Tacos: Asada (Steak), Pollo (Chicken), Adobada (Marinated Pork); Burritos: Asada, Pollo, Veggie; Tortas: Asada, Pollo, Ham, Combo Plate of 2 Soft Tacos, rice and beans; Quesadillas: Asada, Pollo, Cheese; Kid's Meal: Small Cheese Quesadilla, Rice or Beans and Small Drink; Super Nachos: Asada, Pollo; Regular Nachos; Sopos: Asada, Pollo; Tamales: Pork, Beef, Veggie; Jalapeno Bacon Popper (2), Taquitos with Sour Cream and Guacamole, Fruit Salad-Granola, Honey Sweetened Condensed Milk; Sides: Sour Cream, Rice and Beans, Guacamole; Fruit Waters: Horchata, Tamarindo, Jamaica; Fresh Squeezed Juice: Orange, Carrot; Fruit Shakes: Strawberry, Pineapple, Melon, Banana; Beverages: Soft Drinks, Lemonade, Bottled Water.	Midway Ave	7/1/2019-8/13/2019	25' x 12'	\$2,500.00
19590	Toucan Enterprises	Funnel cakes w/toppings, soft drinks, water	Park Plaza	7/1/2019-8/13/2019	35' x 25'	\$4,400.00
19591	Toucan Enterprises	Funnel cakes w/toppings, soft drinks, water	Main Mall	7/1/2019-8/13/2019	35' x 25'	\$3,450.00
19592	Vartanian Concessions Management	Churros, Churro Bites, Chocolate Covered Bacon, Frozen Lemonade/Strawberry, Lemon Frozen Cheesecake; Beverages: , Bottled Gatorade, Soft Drinks, Iced Tea and Water .	Memorial Way	7/1/2019-8/13/2019	15'x15'	\$1,500.00
19593	Vartanian Concessions Management	Churros, Churro Bites, Chocolate Covered Bacon, Frozen Lemonade/Strawberry, Lemon Frozen Cheesecake; Beverages: , Bottled Gatorade, Soft Drinks, Iced Tea and Water .	Centennial Way	7/1/2019-8/13/2019	15'x15'	\$1,500.00

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

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>TERM</b>	<b>SPACE SIZE</b>	<b>AMOUNT</b>
19594	Vartanian Concessions Management	Churros, Churro Bites, Chocolate Covered Bacon, Frozen Lemonade/Strawberry, Lemon Frozen Cheesecake; Beverages: , Bottled Gatorade, Soft Drinks, Iced Tea and Water .	Fair Square	7/1/2019-8/13/2019	15'x15'	\$1,500.00
19595	Vartanian Concessions Management	Dole WhipCups, Cones and Floats; Churros, Churro Bites, Chocolate Covered Bacon, Frozen Lemonade/Strawberry, Lemon Frozen Cheesecake; Beverages: , Bottled Gatorade, Soft Drinks, Iced Tea and Water .	Livestock Lane	7/1/2019-8/13/2019	15'x20'	\$1,500.00
19596	Vartanian Concessions Management	Churros, Churro Bites, Chocolate Covered Bacon, Frozen Lemonade/Strawberry, Lemon Frozen Cheesecake; Beverages: , Bottled Gatorade, Soft Drinks, Iced Tea and Water .	Main Mall	7/1/2019-8/13/2019	15'x15'	\$1,500.00
19597	Working to Give dba Fabe's	Gelato by cup or cone; Waffle bowl sundaes, gelato shakes; Flavored Sugar Churros, Oreo Churros, Churro Ice Cream Sandwiches; Italian Ice, Fruit infused water, Sodas, Water.	Country Meadows	7/1/2019-8/13/2019	36'x13'	\$2,500.00
IMFO-05-19	Cardinali Family Concessions	Hamburgers, Specialty Burgers, Pork, Pastrami, Chicken or CheeseSteak Sandwiches, Fries, Specialty Fries, Chicken Tenders, Fresh Lemonade, Punch, Soft Drinks	Livestock Lane	4/12/2019-4/14/2019	30'x10'	\$500
IMFO-06-19	Cathy's Cookies	Chocolate Chips Cookies - Bucket or Sleeve; Milk, Coffee, Hot Chocolate, Soft Drinks, Bottled Water	Main Mall	4/12/2019-4/14/2019	30'x10'	\$500
IMFO-15-19	Tacos Manuel	Tacos, Burritos, Mexican Food	Crafter's Village	4/13/2019-4/14/2019	10'x10'	\$200
IMFT-03-19	The Deli Doctor	Sandwiches, Deli Melts, Salads, Healthy Wraps, Burgers, Gourmet Fries	Main Mall-Turnstile	4/13/2019-4/14/2019	Food truck	\$200

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19500  
DATE February 20, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Australian Battered Potatoes LLC** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #9** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	25' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,900.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 2 Spaces	\$1,900.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Australian Battered Potatoes LLC**  
**1403 E. Bay Avenue**  
**Newport Beach, CA 92661**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Carmel Dyer**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Australian Battered Potatoes LLC**

Location/Space: Main Mall #9

Agreement No: **19500**

Date: February 20, 2019

Battered Potatoes

Battered Potatoes with Ranch Dressing

Battered Potatoes with Cheese

Battered Potatoes with Ranch Dressing and Cheese

Battered Potatoes with Ranch, Cheese and Bacon

Battered Potatoes with Sweet Chili and Sour Cream

Battered Potatoes with Spicy Chipotle

Bucket of Battered Potatoes

Bucket of Battered Potatoes with Topping

**Toppings**

Sweet Chili

Sour Cream

Real Bacon Pieces

Spicy Chipotle

**Beverages**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19502  
DATE February 19, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Cart** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FS-Hussongs** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	10' x 8'	Mobile Food - Carts	\$ 750.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Backyard BBQ Village, Inc.**  
12127 Mall Boulevard, Suite A, #463  
Victorville, CA 92392

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Jose De La Cruz**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Backyard BBQ Village, Inc.-Cart**

Location/Space: Fair Square-Hussongs

Agreement No: **19502**

Date: February 19, 2019

Aqua Frescas  
Chamoyadas



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19501**  
DATE **February 19, 2019**

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Cart** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **Plaza Pacifica West** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	10' x 8'	Mobile Food - Carts	\$ 750.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Backyard BBQ Village, Inc.**  
**12127 Mall Boulevard, Suite A, #463**  
**Victorville, CA 92392**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Jose De La Cruz**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Backyard BBQ Village, Inc.-Cart**

Location/Space: Plaza Pacifica West

Agreement No: **19501**

Date: February 19, 2019

Aqua Frescas

Chamoyadas

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19503  
DATE February 19, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Chicken** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **LL #2, #3** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	64' x 12'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,900.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 2 Spaces	\$1,900.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Backyard BBQ Village, Inc.**  
**12127 Mall Boulevard, Suite A, #463**  
**Victorville, CA 92392**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Jose De La Cruz**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Backyard BBQ Village, Inc.-Chicken**

Location/Space: Livestock Lane #2, #3

Agreement No: **19503**

Date: February 19, 2019

**Special Combos with Fries and Small Drink**

Pan Fried Chicken  
Chicken Wings  
Fried Zucchini/Onion  
Chicken Sandwich  
Fajitas/Corn  
Chicken Kabob

**Dinners with Fries and Coleslaw**

BBQ Rib  
BBQ ½ Chicken  
Pan Fried ¼ Chicken

**Combo Meal with Fries**

BBQ ½ Chicken  
Pan Fried ¼ Chicken  
Chicken Strip Basket  
BBQ Hot Wings  
Kid's Meal-Chicken Strips

**Sandwich**

BBQ Chicken

**A La Carte**

BBQ ½ Chicken/2 Ribs  
BBQ ½ Chicken  
Pan Fried ¼ Chicken  
Ribs (5 pieces)  
Chicken Kabob  
Fajitas  
Fried Zucchini  
Onion Rings  
Bacon Wrapped Jalapenos  
Curly Fries  
Ranch Fries  
Corn on the Cob  
Coleslaw

**Beverages**

Aquas Frescas  
Aquas Frescas with Chili  
Soft Drinks  
Lemonade  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19504**  
DATE **February 19, 2019**

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Nachos** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #5** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	40' x 12'	Mobile Food - Trailer	\$2,500.00
Camping 4 Spaces-Livestock Campground			\$3,800.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 4 Spaces-Livestock Campground	\$3,800.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Backyard BBQ Village, Inc.**  
**12127 Mall Boulevard, Suite A, #463**  
**Victorville, CA 92392**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Jose De La Cruz**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**



**Backyard BBQ Village, Inc.-Nachos**

Location/Space: Main Mall #5

Agreement No: **19504**

Date: February 19, 2019

**Special Combo**

Specialty Nachos, Esquite and Small Drink

**Specialty Nachos**

Super

Carne Asada

Southwestern

BBQ Chicken

Chicken Teriyaki

Dorito® Loco

Pulled Pork

Regular Nachos

**Kid's Meal**

Bean and Cheese Nachos and Small Drink

Esquite (Corn in a Cup)

**Beverages**

Aguas Frescas

Soft Drinks

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19505  
DATE February 19, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Philly** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **LL #27** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	25' x 12'	Mobile Food - Trailer	\$2,500.00
Camping 3 Spaces			\$2,850.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 3 Spaces	\$2,850.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

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

8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)

9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.

11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.

12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.

13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.

14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.

**15. Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Backyard BBQ Village, Inc.**  
**12127 Mall Boulevard, Suite A, #463**  
**Victorville, CA 92392**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Jose De La Cruz**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Backyard BBQ Village, Inc.-Philly**

Location/Space: Livestock Lane #27

Agreement No: **19505**

Date: February 19, 2019

**Special Combos with Fries and a Small Drink**

Pan Fried Chicken

Chicken Wings

Asada Fries

Chicken Sandwich

Fajitas

Chicken Kabob

**Dinners with Fries and Coleslaw**

BBQ Rib

BBQ ½ Chicken

Pan Fried ¼ Chicken

**Combo Meals with Fries**

BBQ ½ Chicken

Pan Fried ¼ Chicken

Chicken Strip Basket

BBQ Hot Wings

Philly Sandwich

Kid's Meal-Chicken Strips

**Sandwiches**

Philly Steak

BBQ Chicken

**A La Carte**

BBQ ½ Chicken/2 Ribs

BBQ ½ Chicken

Pan Fried ¼ Chicken

Ribs (5 pieces)

Chicken Kabob

Fajitas

Fried Zucchini

Onion Rings

Bacon Wrapped Jalapenos

Asada Fries

Curly Fries

Ranch Fries

Corn on the Cob

Coleslaw

**Beverages**

Aquas Frescas

Aquas Frescas with Chili

Soft Drinks

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19510  
DATE February 19, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Water** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CF Barn** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	10' x 8'	Mobile Food - Carts	\$ 750.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

#### Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Backyard BBQ Village, Inc.**  
12127 Mall Boulevard, Suite A, #463  
Victorville, CA 92392

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Jose De La Cruz**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Backyard BBQ Village, Inc.-Water**

Location/Space: Centennial Farm Barn

Agreement No: **19510**

Date: February 19, 2019

Bottled Water

Gatorade

Bottled Soda

Energy Drinks

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19506  
DATE February 19, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Water** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CM North** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	10' x 8'	Mobile Food - Carts	\$ 750.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

#### Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Backyard BBQ Village, Inc.**  
12127 Mall Boulevard, Suite A, #463  
Victorville, CA 92392

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Jose De La Cruz**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Backyard BBQ Village, Inc.-Water**

Location/Space: Country Meadows North

Agreement No: **19506**

Date: February 19, 2019

Bottled Water

Gatorade

Bottled Soda

Energy Drinks

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19509  
DATE February 19, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Water** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **GG Grass** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	10' x 8'	Mobile Food - Carts	\$ 750.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

#### Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Backyard BBQ Village, Inc.**  
12127 Mall Boulevard, Suite A, #463  
Victorville, CA 92392

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Jose De La Cruz**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Backyard BBQ Village, Inc.-Water**

Location/Space: Green Gate Grass

Agreement No: **19509**

Date: February 19, 2019

Bottled Water

Gatorade

Bottled Soda

Energy Drinks

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19508  
DATE February 19, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Water** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **LL Baja Grass** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	10' x 8'	Mobile Food - Carts	\$ 750.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

#### Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Backyard BBQ Village, Inc.**  
12127 Mall Boulevard, Suite A, #463  
Victorville, CA 92392

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Jose De La Cruz**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Backyard BBQ Village, Inc.-Water**

Location/Space: Livestock Lane Baja Grass

Agreement No: **19508**

Date: February 19, 2019

Bottled Water

Gatorade

Bottled Soda

Energy Drinks



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19507  
DATE February 19, 2019

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Water** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM Nachos** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	10' x 8'	Mobile Food - Carts	\$ 750.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Backyard BBQ Village, Inc.**  
**12127 Mall Boulevard, Suite A, #463**  
**Victorville, CA 92392**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Jose De La Cruz**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Backyard BBQ Village, Inc.-Water**

Location/Space: Main Mall Nachos

Agreement No: **19507**

Date: February 19, 2019

Bottled Water

Gatorade

Bottled Soda

Energy Drinks

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19512  
DATE February 20, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Brander Enterprises, Inc.-Candyland** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **PP #3** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	38'x26'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below: **Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

#### Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Brander Enterprises, Inc.**  
**7645 Cattle Drive**  
**Santa Margarita, CA 93453**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Richard or Teresa Brander**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Brander Enterprises, Inc.-Candyland**

Location/Space: Park Plaza #3

Agreement No: **19512**

Date: February 20, 2019

Sno Cone

Apple Slices Deluxe–Caramel, Whipped Cream and Peanuts

Caramel Apple–Plain or Nut Covered

Candy Apple–Plain or Nut Covered

Candy Apple-Chili Chamoy

Cotton Candy

Popcorn

Kettle Corn

Nachos

Deep Fried Candy Bars-Snickers® Bar, Reese's® Peanut Butter Cup

Deep Fried Gansito®

**Beverages**

Iced Tea

Lemonade

Soft Drinks

Gatorade®

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19513  
DATE February 20, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Brander Enterprises, Inc.-Mini Donuts** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CW #7** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	24'x26'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Brander Enterprises, Inc.**  
**7645 Cattle Drive**  
**Santa Margarita, CA 93453**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Richard or Teresa Brander**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**



**Brander Enterprises, Inc.-Mini Donuts**

Location/Space: Centennial Way #7

Agreement No: **19513**

Date: February 20, 2019

**Mini Donuts**

Baker's Dozen

Bucket

Mini Donut Sundae

Mini Donut Royal Sundae

**Soft Serve Ice Cream Treats**

Cones-Chocolate, Vanilla, Combo

Cones Dipped in Chocolate, Peanuts or Sprinkles

Root Beer Float

Shakes

Specialty Sundaes

Banana Royal Sundae

Banana Split

A la Mode

Deep Fried Candy Bars-Snickers® Bar, Reese's® Peanut Butter Cup

Deep Fried Gansito®

Frozen Chocolate Banana

Cotton Candy-Bag

**Beverages:**

Milk

Coffee

Hot Tea

Hot Chocolate

Hot Mocha

Iced Tea

Lemonade

Soft Drinks

Gatorade®

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19514  
DATE February 20, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Brander Enterprises, Inc.-Texas Donuts** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #16** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	38'x24'	Mobile Food - Trailer	\$2,500.00
Camping 3 Spaces			\$2,850.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 3 Spaces	\$2,850.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Brander Enterprises, Inc.**  
**7645 Cattle Drive**  
**Santa Margarita, CA 93453**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Richard or Teresa Brander**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Brander Enterprises, Inc.-Texas Donuts**

Location/Space: Main Mall #16

Agreement No: **19514**

Date: February 20, 2019

**Texas Donuts**

Glazed Icing Donuts  
Specialty Gourmet Donuts  
Donut Toppings

**Soft Serve Ice Cream Treats**

Cones-Chocolate, Vanilla, Combo  
Cones Dipped in Chocolate, Peanuts or Sprinkles  
Root Beer Float  
Shakes  
Specialty Sundaes  
Big D Donut Sundae  
Banana Royal Sundae  
Banana Split  
A la Mode-Any Donut with Ice Cream

Deep Fried Candy Bars-Snickers®, Reese's® Peanut Butter Cup  
Deep Fried Gansito®  
Frozen Chocolate Banana  
Cotton Candy-Bag

**Beverages**

Milk  
Coffee  
Hot Tea  
Hot Chocolate  
Hot Mocha  
Iced Tea  
Lemonade  
Soft Drinks  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19515  
DATE February 20, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**C&C Concessions, Inc.-The Hook** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CM #6** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	25' x 25'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 950.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 1 Space	\$ 950.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**C&C Concessions, Inc.**  
**2700 First Street**  
**La Verne, CA 91750**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Kenneth Giordano**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**C&C Concessions, Inc.-The Hook**

Location/Space: Country Meadows #6

Agreement No: **19515**

Date: February 20, 2019

Fish & Chips

Beer Battered Shrimp & Chips

Fried Clams & Chips

Calamari & Chips

Popcorn Shrimp & Chips

Fish Taco

Shrimp Taco

**Plates-Includes Hush Puppies and Pico Slaw**

Fish-Hand Battered Cod

Beer Battered Shrimp

Fried Clams

Calamari

**Sides**

Piece of Fish-Hand Battered Cod

French Fries

Onion Rings

Hush Puppies

Pico Slaw

**Beverages**

Soft Drinks

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19516**  
DATE **February 20, 2019**

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **C&C Concessions, Inc.-The Ranch** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CM #7** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	60' x 30'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**C&C Concessions, Inc.**  
**2700 First Street**  
**La Verne, CA 91750**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Kenneth Giordano**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**C&C Concessions, Inc.-The Ranch**

Location/Space: Country Meadows #7

Agreement No: **19516**

Date: February 20, 2019

**Entrees or Plates-Plates Include Beans and Coleslaw**

**BBQ Sandwiches**

Tri Tip  
Pork  
Chicken

**Burgers**

½ lb Cheeseburger  
½ lb Bacon Cheeseburger  
Bayou Burger  
Wrangler Burger

Appalachian Pork Chop Sandwich  
Pork Chop on a Stick  
Chicken Tenders  
Hot Dog

**Sides**

Piggy Fries  
Pig Trough  
Cowboy Fries  
Fried Dills with Ranch Dressing  
Sweet Potato Fries  
French Fries  
Onion Rings  
Ranch Beans  
Coleslaw

**Beverages**

Soft Drinks  
Lemonade  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19517  
DATE February 20, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Cathy's Cookies** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MW #2** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	30'x20'	Mobile Food-Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Cathy's Cookies**  
**700 Lido Park Drive, #9**  
**Newport Beach, CA 92663**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Cathy Johnson**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Cathy's Cookies**

Location/Space: Memorial Way #2

Agreement No: **19517**

Date: February 20, 2019

**Chocolate Chip Cookies:**

Bucket

Sleeve

Cookie Sundae (bowl with cookie on the bottom, scoop of vanilla ice cream on top and cookies on the side)

**Beverages:**

Soft Drinks

Coffee

Hot Chocolate

Milk

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19518  
DATE February 20, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Chicken Charlie's Enterprises** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FFW #14** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	38' x 28'	Mobile Food - Trailer	\$2,500.00
Camping 8 Spaces			\$7,600.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 8 Spaces	\$7,600.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Chicken Charlie's Enterprises**  
**12463 Rancho Bernardo Road, #374**  
**San Diego, CA 92128**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Charlie Boghosian**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Chicken Charlie's Enterprises**

Location/Space: Family Fair Way #14

Agreement No: **19518**

Date: February 20, 2019

**Chicken**

Bacon Wrapped Chicken Legs with Fries  
Chicken in a Waffle on a Stick  
Chicken Strips  
Chicken Strips with Fries  
Chicken Kabob  
Chicken Kabob with Fries  
Chicken Sandwich-Grilled or Fried  
Chicken Sandwich with Fries-Grilled or Fried  
Krispy Kreme Chicken Sandwich  
Krispy Kreme Ice Cream Chicken Sandwich

**Beef**

Beef Kabob  
Beef Kabob with Fries  
Krispy Kreme Triple Decker Cheeseburger

**Totally Fried**

Fair Special-Chicken Strips, Onion Strings and Zucchini Curls  
A La Carte-Artichoke Hearts, Mushrooms or Zucchini Curls  
Combo-Artichoke Hearts, Mushrooms and Zucchini Curls  
Frog Legs with Fries  
Fried Filet Mignon with Fries  
Avocados with Sauce  
Bacon Wrapped Pickle  
Deep Fried Pickle  
Zucchini Nachos  
Onion Rings  
Zucchini Curls  
French Fries  
Cookie Dough  
Twinkies®  
Oreos®

**Beverages**

Soft Drinks  
Lemonade  
Gatorade®  
Bottled Water



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19519  
DATE February 20, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Chicken Charlie's Enterprises** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #14** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	40' x 25'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Chicken Charlie's Enterprises**  
12463 Rancho Bernardo Road, #374  
San Diego, CA 92128

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Charlie Boghosian**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Chicken Charlie's Enterprises**

Location/Space: Main Mall #14

Agreement No: **19519**

Date: February 20, 2019

**Chicken**

Half Rotisserie  
Half Rotisserie with Waffles  
Half Rotisserie with Hummus and Pita Bread  
Half Rotisserie with Fries  
Chicken in a Waffle on a Stick  
Chicken Sandwich-Grilled or Fried  
Chicken Sandwich with Fries-Grilled or Fried  
Chicken Kabob  
Chicken Kabob with Hummus and Pita Bread  
Chicken Kabob with Fries  
Chicken Strips  
Chicken Strips with Fries  
Bacon Wrapped Chicken Legs with Fries  
Hot Wings with Fries  
Krispy Kreme Chicken Sandwich  
Krispy Kreme Chicken Ice Cream Sandwich

**Totally Fried**

Fair Special-Chicken Strips, Onion Strings and Zucchini Curls  
Fried Filet Mignon with Fries  
Frog Legs  
Avocados  
Pickle Spears  
Bacon Wrapped Pickle  
Cookie Dough  
Klondike® Bar  
Oreos®  
Twinkies®

**Beef**

Krispy Kreme Triple Decker Cheeseburger  
Beef Kabob  
Beef Kabob with Hummus and Pita Bread  
Beef Kabob with Fries  
Fry BQ Ribs with Fries  
Fry BQ Ribs and Wings with Fries

French Fries  
Hummus with Pita Bread  
Onion Rings  
Zucchini Curls  
Waffles  
Cucumber and Tomato Salad

**Beverages**

Soft Drinks  
Lemonade  
Bottled Soft Drinks  
Gatorade®  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19520  
DATE February 20, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Chicken Charlie's Enterprises-Pineapple Express** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #23** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	30'x20'	Mobile Food - Trailer	\$2,500.00
Additional Storage			\$ 750.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Additional Storage	\$ 750.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

### Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Chicken Charlie's Enterprises**  
**12463 Rancho Bernardo Road, #374**  
**San Diego, CA 92128**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Charlie Boghosian**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Chicken Charlie's Enterprises-Pineapple Express**

Location/Space: Main Mall #23

Agreement No: **19520**

Date: February 20, 2019

Maui Chicken over Rice  
Naked Shrimp over Rice  
Bacon Wrapped Shrimp with Fries  
Shrimp with Fries  
Lobster on a Stick with Fries  
Chicken Ramen Burrito  
Shrimp Ramen Burrito  
Maui Chicken Sliders

Fried Pineapple on a Stick  
Pineapple Cup

**Sides**

Fries  
Cole Slaw  
Rice

**Beverages**

Soft Drinks  
Lemonade  
Bottled Soft Drinks  
Gatorade®  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19521  
DATE February 20, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Chuckwagon dba Chuck Dugan Concessions-Beer** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2018-8/16/2018 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **SL #1** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	18' x 15'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth as follows: Guarantee against 52% of Gross Sales (net of sales tax), whichever is greater. Commission payments are subject to weekly review of inventory sales (chargeable cup usage x selling price). All 16 oz/22 oz/32 oz beer cups to be purchased from Ovations Food Services, L.P. dba Spectra, and ending inventory to be sold back to Ovations Food Services, L.P. dba Spectra at conclusion of Fair. Accurate opening and closing cup inventory counts as well as in-Fair cup additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 52% of Gross Sales, applicable total to be collected at Final Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	52% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 52% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Chuckwagon dba Chuck Dugan Concessions**  
5019 Solitude Court  
Alta Loma, CA 91737

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Chuck or Irene Dugan**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**



**Chuckwagon dba Chuck Dugan Concessions-Beer**

Location/Space: South Lawn #1

Agreement No: **19521**

Date: February 20, 2019

**Domestic Beer**

Bud®

Bud Light®

**Premium Beer**

Michelob Ultra®

Stella Artois®

Shock Top®

Goose Island IPA®

Kona Longboard®

Chihuahua Cerveza

**24 oz Cans**

Estrella Jalisco®

Mang-O-Rita®

Pine-Apple-Rita®

Straw-Ber-Rita®

Golden Road Brewing® Wolf Pup

Golden Road Brewing® Mango Cart

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19522  
DATE February 20, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Chuckwagon dba Chuck Dugan Concessions-Chuckwagon & Corn** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FS #6A, #6B** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	57' x 25'	Mobile Food - Trailer	\$2,500.00
Camping 3 Spaces			\$2,850.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 3 Spaces	\$2,850.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Chuckwagon dba Chuck Dugan Concessions**  
**5019 Solitude Court**  
**Alta Loma, CA 91737**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Chuck or Irene Dugan**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Chuckwagon dba Chuck Dugan Concessions-Chuckwagon & Corn**Agreement No: **19522**

Location/Space: Fair Square #6A, #6B

Date: February 20, 2019

BBQ Dinners-Pork Rib, Beef Brisket, Chicken  
BBQ Sandwiches-Chopped Pork, Beef Brisket, Chicken Breast  
BBQ Sandwich Plates-Chopped Pork, Beef Brisket, Chicken Breast  
BBQ Pork Rib Basket  
BBQ Pork Rib Snack-BBQ Pork Ribs and Texas Toast  
Cowboy Sundae  
BBQ Pork Sundae  
BBQ Beef Sundae  
Tex Mex Spicy Pork Taco Dinner  
Tex Mex Spicy Pork Tacos  
Deep Fried Pork Roll-Tex Mex  
Texas Chili

Rangeburger  
Rangeburger Combo  
Rangeburger with Cheese  
Rangeburger with Cheese Combo  
Value Meal-Chopped Pork Sandwich, Waffle Fries & Medium Soft Drink  
Buckaroo Kids Meal-7" Hot Dog, Macaroni & Cheese and Small Drink  
Hot Dogs-Little Doggie and ½ lb. Big Doggie  
Chili Dogs-Little Chili Doggie and ½ lb. Big Chili Doggie

Cowboy 3 Meat Waffle Fries  
Waffle Fries  
Brisket Waffle Fries  
Chili Cheese Waffle Fries

**Sides/Extras**

Mashed Potatoes  
Cowpoke Beans  
Western Slaw  
Macaroni & Cheese  
Cornbread  
Deep Fried Cinnamon Apple Rings  
Bun  
Cheese-Shredded or Slice  
Chili  
Burger Patty  
Slaw Topper  
Ranch Dressing  
Cheese Sauce  
Grilled Corn  
Cup of Corn

**A La Carte**

Chicken  
Beef

**Beverages:**

Soft Drinks  
Iced Tea  
Lemonade  
Coffee  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19523  
DATE February 20, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Chuckwagon dba Chuck Dugan Concessions-Fresh Frys** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FFW #20A** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	25' x 9'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Chuckwagon dba Chuck Dugan Concessions**  
**5019 Solitude Court**  
**Alta Loma, CA 91737**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Chuck or Irene Dugan**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Chuckwagon dba Chuck Dugan Concessions-Fresh Frys**

Location/Space: Family Fair Way #20A

Agreement No: **19523**

Date: February 20, 2019

Fresh Frys

Ranch Frys

Chili Frys

Cheese Frys

Chili Cheese Frys

Garlic Frys

Blooming Onion

Deep Fried Green Beans with Ranch Dressing

Extra Toppings

Waffle Breaded Chicken Tenders with Maple Syrup

Waffle Breaded Chicken Tenders with Frys and Maple Syrup

**Beverages**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19524  
DATE February 20, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Chuckwagon dba Chuck Dugan Concessions-Ice** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **Lot B** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' x 48'	Ice Storage - Reefers	\$1,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 10% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 10% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	10% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 10% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Chuckwagon dba Chuck Dugan Concessions**  
5019 Solitude Court  
Alta Loma, CA 91737

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Chuck or Irene Dugan**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Chuckwagon dba Chuck Dugan Concessions-Ice**

Location/Space: Lot B

Agreement No: **19524**

Date: February 20, 2019

Ice Sales and Distribution

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19525  
DATE February 20, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Chuckwagon dba Chuck Dugan Concessions-Texas Style BBQ** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FFW #20** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	30' x 9'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Chuckwagon dba Chuck Dugan Concessions**  
5019 Solitude Court  
Alta Loma, CA 91737

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Chuck or Irene Dugan**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Chuckwagon dba Chuck Dugan Concessions-Texas Style BBQ**

Location/Space: Family Fair Way #20

Agreement No: **19525**

Date: February 20, 2019

BBQ Sandwiches-Beef Brisket, Sausage, Chopped Pork

BBQ Pork Sundae

BBQ Beef Sundae

BBQ Pork Rib Basket

BBQ Rib Snack

Value Meal-Chopped Pork Sandwich, Waffle Fries & Medium Soft Drink

Cowboy 3 Meat Waffle Fries

Waffle Fries

Brisket Waffle Fries

Ranch Dressing

Cheese Sauce

**Extras**

Bun

Mashed Potatoes

**Beverages**

Soft Drinks

Iced Tea

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19526  
DATE February 20, 2019

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Chuckwagon dba Chuck Dugan Concessions-Wild Hog BBQ** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FS #9A, #9B** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	30' x 20'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Chuckwagon dba Chuck Dugan Concessions**  
**5019 Solitude Court**  
**Alta Loma, CA 91737**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Chuck or Irene Dugan**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Chuckwagon dba Chuck Dugan Concessions-Wild Hog BBQ**

Location/Space: Fair Square #9A, #9B

Agreement No: **19526**

Date: February 20, 2019

BBQ Dinners-Pork Rib, Beef Brisket, Chicken, Pork Chop  
BBQ Sandwiches-Chopped Pork, Beef Brisket, Shredded Chicken  
BBQ Sandwich Plates-Chopped Pork, Beef Brisket, Shredded Chicken  
Grilled Pork Chop  
Grilled Pork Chop Dinner  
Grilled Pork Chop Basket  
BBQ Pork Rib Basket  
BBQ Pork Rib Snack  
BBQ Pork Sundae  
BBQ Beef Sundae  
Cowboy Sundae  
Rangeburger  
Rangeburger Combo  
Rangeburger with Cheese  
Rangeburger with Cheese Combo  
Value Meal-Chopped Pork Sandwich, Waffle Fries & Medium Soft Drink  
Buckaroo Kids Meal-7" Hot Dog, Macaroni & Cheese and Small Drink  
Hot Dogs-Little Doggie and ½ lb. Big Doggie  
Chili Dogs-Little Doggie and ½ lb. Big Chili Doggie  
Waffle Fries  
Hog Fries  
Cowboy 3 Meat Waffle Fries  
Chili Cheese Waffle Fries  
Deep Fried Pork Roll-Tex Mex  
Tex Mex Spicy Taco Dinner  
Tex Mex Spicy Tacos

**Sides/Extras**

Mashed Potatoes  
Cowpoke Beans  
Western Slaw  
Cornbread  
Macaroni & Cheese  
Deep Fried Cinnamon Apple Rings  
Bun  
Cheese-Sliced or Shredded  
Chili  
Burger Patty  
Ranch Dressing  
Cheese Sauce  
Grilled Corn  
Cup of Corn

**A La Carte**

Chicken  
Beef

**Beverages**

Soft Drinks  
Iced Tea  
Lemonade  
Bottled Water



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19527  
DATE February 20, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Crutchfield's Fish & Chips-Beer** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**

2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CW #4** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.

2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.

3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.

4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.

5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	35' x 35'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 950.00

6. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth as follows: Guarantee against 52% of Gross Sales (net of sales tax), whichever is greater. Commission payments are subject to weekly review of inventory sales (chargeable cup usage x selling price). All 16 oz/22 oz/32 oz beer cups to be purchased from Ovations Food Services, L.P. dba Spectra, and ending inventory to be sold back to Ovations Food Services, L.P. dba Spectra at conclusion of Fair. Accurate opening and closing cup inventory counts as well as in-Fair cup additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 52% of Gross Sales, applicable total to be collected at Final Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 1 Space	\$ 950.00
Second Payment	8/02/2019	52% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 52% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

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

8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)

9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.

11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.

12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.

13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.

14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.

15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Crutchfield's Fish & Chips**  
102 Acacia Avenue  
Larkspur, CA 94939

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

By \_\_\_\_\_ DATE \_\_\_\_\_

Title: Steve Crutchfield

By \_\_\_\_\_ DATE \_\_\_\_\_

Title: Michele A. Richards, VP, Business Development

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Crutchfield's Fish & Chips-Beer**

Location/Space: Centennial Way #4

Agreement No: **19527**

Date: February 20, 2019

**Domestic Beer**

Bud Light®

**Premium Beer**

Stella Artois®

Shock Top®

Goose Island IPA®

Estrella Jalisco®

**24 oz Cans**

Budweiser®

Mang-O-Rita®

Straw-Ber-Rita®

Lime-A-Rita®

Grape-A-Rita®

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19528  
DATE February 21, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**D&D Country Fair Cinnamon Rolls-Cinnamon Rolls** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **LL #11** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 3 Spaces			\$2,850.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 3 Spaces	\$2,850.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**D&D Country Fair Cinnamon Rolls**  
**52183 Road 426**  
**Oakhurst, CA 93644**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Dara Baldwin**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**D&D Country Fair Cinnamon Rolls-Cinnamon Rolls**

Location/Space: Livestock Lane #11

Agreement No: **19528**

Date: February 21, 2019

Cinnamon Roll  
Cinnamon Roll with Frosting  
Cinnamon Roll with Walnuts  
Cinnamon Roll with Frosting and Walnuts  
Cinnamon Roll Sundae  
OC Crunch Cinnamon Roll  
Unicorn Cinnamon Roll  
Six Cinnamon Rolls  
Frozen U-Bake 4 Pack

**Toppings:**

Frosting  
Walnuts

**Beverages:**

Coffee  
Café Mocha  
Iced Coffee  
Hot Chocolate  
Hot Tea  
Milk  
Soft Drinks  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19529**  
DATE **February 21, 2019**

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **D&D Country Fair Cinnamon Rolls-Shaved Ice** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **LL #13** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' x 20'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**D&D Country Fair Cinnamon Rolls**  
52183 Road 426  
Oakhurst, CA 93644

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Dara Baldwin**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**



**D&D Country Fair Cinnamon Rolls-Shaved Ice**

Location/Space: Livestock Lane #13

Agreement No: **19529**

Date: February 21, 2019

Shaved Ice

Unicorn Shaved Ice

Flavored Syrups

Sweet Cream

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19530  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**D&D Country Fair Cinnamon Rolls-Smoothies** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **LL #12** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' x 20'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**D&D Country Fair Cinnamon Rolls**  
52183 Road 426  
Oakhurst, CA 93644

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Dara Baldwin**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**D&D Country Fair Cinnamon Rolls-Smoothies**

Location/Space: Livestock Lane #12

Agreement No: **19530**

Date: February 21, 2019

Smoothies

Pina Colada Smoothie Bomb

Unicorn Freeze

Unicorn Pineapple Bomb

**Beverages:**

Hot Coffee

Iced Coffee

Mocha Freeze

Caramel Freeze

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19531  
DATE February 21, 2019

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Destroy Productions dba Hawaiian Chicken Bowls** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to *occupy the space(s) described below* at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **PP #2** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' x 30'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 950.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below: **Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 1 Space	\$ 950.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Destroy Productions dba Hawaiian Chicken Bowls**  
**P.O. Box 2256**  
**Valley Center, CA 92082**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Desteen Stroh**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of 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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Destroy Productions dba Hawaiian Chicken Bowls**

Location/Space: Park Plaza #2

Agreement No: **19531**

Date: February 21, 2019

Tiki Bowl

Luau Bowl

Hawaiian Orange Chicken Bowl

Veggie Bowl

Big Kahuna

Coconut Shrimp Platter with Macaroni Salad and Rice

Spicy Moa Chicken Sandwich

Hula Bowl – Dragon Fruit

Aloha Bowl – Acai Berries

Hawaiian Sundae

Grilled Pineapple on a Stick

**Beverages:**

Soft Drinks

Fresh Brewed Tropical Iced Tea

Gatorade®

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19532  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Don Crutchfield Concessions** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CW #5** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' x 30'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Don Crutchfield Concessions**  
4726 Farm Road 38N  
Brookston, TX 75421

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Don or Candy Crutchfield**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Don Crutchfield Concessions**

Location/Space: Centennial Way #5

Agreement No: **19532**

Date: February 21, 2019

Corn Dog  
Jumbo Corn Dog  
Cheese on a Stick  
Fresh Lemonade  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19533  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Don Crutchfield Concessions** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **LL #7** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' x 30'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 950.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 1 Space	\$ 950.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Don Crutchfield Concessions**  
4726 Farm Road 38N  
Brookston, TX 75421

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Don or Candy Crutchfield**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Don Crutchfield Concessions**

Location/Space: Livestock Lane #7

Agreement No: **19533**

Date: February 21, 2019

Corn Dog  
Cheese on a Stick  
Fresh Lemonade  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19534  
DATE February 21, 2019

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Don Crutchfield Concessions** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #18** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' x 30'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Don Crutchfield Concessions**  
4726 Farm Road 38N  
Brookston, TX 75421

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Don or Candy Crutchfield**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Don Crutchfield Concessions**

Location/Space: Main Mall #18

Agreement No: **19534**

Date: February 21, 2019

Corn Dog

Jumbo Corn Dog

Spicy Corn Dog with Ranch or Bleu Cheese Dressing

Jumbo Spicy Corn Dog with Ranch or Bleu Cheese Dressing

Cheese on a Stick

Fresh Lemonade

Bottled Water



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19535  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Duggan's Concessions dba Orange Julius** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CL #26** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	24' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 950.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 1 Space	\$ 950.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Duggan's Concessions dba Orange Julius**  
P.O. Box 2547  
Fresno, CA 93745

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Scott Lawson**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Duggan's Concessions dba Orange Julius**

Location/Space: Country Lane #26

Agreement No: **19535**

Date: February 21, 2019

**Beverages**

Julius Drinks

Orange Juice

Soft Drinks

Bottled Water

Chili Dogs

Hot Dogs

**Extras**

Cheese

Banana

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19537  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Event Food Services U.S.A., Inc.** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FFW #19** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	16' x 16'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 950.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 1 Space	\$ 950.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Event Food Services U.S.A., Inc.**  
2932 Astoria Circle  
Corona, CA 92879

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Chris Swanson

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Michele A. Richards, VP, Business Development

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Event Food Services U.S.A., Inc.**

Location/Space: Family Fair Way #19

Agreement No: **19537**

Date: February 21, 2019

**Beverages**

ICEE®

Bottled Water

Mile Long Hot Dog

Mile Long Chili Dog

Frito Boat

Fair Special Combo – Chili Dog or Hog Dog with Large ICEE®

Cheese

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19536  
DATE February 21, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Event Food Services U.S.A., Inc.** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MA #4** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	16' x 16'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

#### Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Event Food Services U.S.A., Inc.**  
2932 Astoria Circle  
Corona, CA 92879

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Chris Swanson

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Michele A. Richards, VP, Business Development

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**



**Event Food Services U.S.A., Inc.**

Location/Space: Midway Ave #4

Agreement No: **19536**

Date: February 21, 2019

**Beverages:**

ICEE®

Bottled Water

Mile Long Hot Dog

Mile Long Chili Dog

Frito Boat

Fair Special Combo – Chili Dog or Hog Dog with Large ICEE®

Cheese

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19538  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Family A Fair, Inc. dba Pink's Hot Dogs** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CM #1** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	35' x 30'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,900.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 2 Spaces	\$1,900.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

### Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Family A Fair, Inc. dba Pink's Hot Dogs**  
**27281 Big Springs Ranch Road**  
**Hemet, CA 92544**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Dale Smith

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Michele A. Richards, VP, Business Development

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Family A Fair, Inc. dba Pink's Hot Dogs**

Location/Space: Country Meadows #1

Agreement No: **19538**

Date: February 21, 2019

**Pink's Hot Dogs:**

Betty White Dog  
Rosie O'Donnell Dog  
Martha Stewart Dog  
Daytona Dog  
Emeril "Bam" Dog  
Colonel Klink Dog  
Snoop Chili Cheese Dog  
The America the Beautiful Dog  
Ellen D. Veggie Dog  
Turkey Dog  
Kraut Dog  
Bacon Chili Cheese Dog  
Polish Dog-Mild or Spicy

French Fries (Seasoned)  
Chili Cheese Fries  
Loaded Fries  
Pastrami Chili Cheese Fries  
Bacon Chili Cheese Fries  
Bacon Ranch Fries  
Bacon Nacho Fries

Add Fries and Medium Drink to Any Order

**Extras**

Chili  
Cheese  
Kraut  
Coleslaw  
Jalapenos  
Sour Cream  
Tomatoes  
Ranch Dressing  
Bacon Strips  
Bacon Pieces  
Pastrami  
Guacamole

**Beverages**

Soft Drinks  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19539  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Fruit Caboose Concessions Inc.** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FFW #11** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	35' X 14'	Mobile Food - Trailer	\$2,500.00
Camping 3 Spaces			\$2,850.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 3 Spaces	\$2,850.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

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

8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)

9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.

11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.

12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.

13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.

14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.

**15. Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Fruit Caboose Concessions Inc.**  
**1023 Flag Creek Road**  
**Oroville, CA 95965**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Ryann Newman**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Fruit Caboose Concessions Inc.**

Location/Space: Family Fair Way #11

Agreement No: **19539**

Date: February 21, 2019

**Soft Serve Ice Cream:**

Cones  
Yogurt Cones  
Big Waffle Cone Sundae  
Big Waffle Cone – Ice Cream Only  
Sundaes  
Black and White Sundae  
Banana Boat Split  
Brownie Delight  
Banana Foster Pie  
Cow Pie  
Ice Cream Waffle Sandwich  
Big Drum  
Frozen Banana  
Ice Cream Smores  
Strawberry Shortcake  
Chocolate Dipped Strawberries  
Chocolate Dipped Cheesecake on a Stick  
Caramel Apple Waffle Basket

**Extras:**

Toppings: Oreo, Nuts or Sprinkles, Strawberry, Hot Fudge, Chocolate Syrup, Peach, Caramel  
Chocolate Dipped  
Yogurt  
Cup

**Beverages:**

Old Fashioned Shakes  
Root Beer or Dream Floats  
Frozen Lemonade  
Frozen Diablito  
Milk  
Soft Drinks  
Iced Tea  
Lemonade  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19540**  
DATE **February 21, 2019**

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Fruit Caboose Concessions Inc.** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #7** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	35' x 14'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Fruit Caboose Concessions Inc.**  
**1023 Flag Creek Road**  
**Oroville, CA 95965**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Ryann Newman**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Fruit Caboose Concessions Inc.**

Location/Space: Main Mall #7

Agreement No: **19540**

Date: February 21, 2019

**Soft Serve Ice Cream:**

Cones  
Yogurt Cones  
Big Waffle Cone Sundae  
Big Waffle Cone – Ice Cream Only  
Sundaes  
Black and White Sundae  
Banana Boat Split  
Brownie Delight  
Banana Foster Pie  
Cow Pie  
Ice Cream Waffle Sandwich  
Big Drum  
Frozen Banana  
Ice Cream Smores  
Strawberry Shortcake  
Chocolate Dipped Strawberries  
Chocolate Dipped Cheesecake on a Stick  
Caramel Apple Waffle Basket

**Extras:**

Toppings: Oreo, Nuts or Sprinkles, Strawberry, Hot Fudge, Chocolate Syrup, Peach, Caramel  
Chocolate Dipped  
Yogurt  
Cup

**Beverages:**

Old Fashioned Shakes  
Root Beer or Dream Floats  
Frozen Lemonade  
Frozen Diablito  
Milk  
Soft Drinks  
Iced Tea  
Lemonade  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19541  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Fun Time Foods, LLC dba Mom's Bakeshoppe** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FP #117, #118** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' X 10'	Temporary Food - Corner/Inline	\$2,500.00
Camping 2 Spaces			\$1,900.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 2 Spaces	\$1,900.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

### Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Fun Time Foods, LLC dba Mom's Bakeshoppe**  
**11284 Westminster Avenue, #420**  
**Garden Grove, CA 92843**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Gigi Horowitz**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Fun Time Foods, LLC dba Mom's Bakeshoppe**

Location/Space: Festival of Products #117, #118

Agreement No: **19541**

Date: February 21, 2019

Chocolate Chip Cookies – Small, Medium, Large and Bucket Sizes

Fifty-Fifty Brownie

Fifty-Fifty Brownie a la mode

Chocolate Chip Cookie Ice Cream Sandwich

Chocolate Chip Cookie Ice Cream Sandwich –Three Pack

**Beverages:**

Coffee

Hot Tea

Hot Chocolate

Hot Cappuccino

Hot Mocha Latte

Milk (Chocolate, Soy, Rice, Almond)

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19542  
DATE February 21, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Hot Dog on a Stick Fair Co. Inc.** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #22** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	26' x 20'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Hot Dog on a Stick Fair Co. Inc.**  
**1620 Via Cancion**  
**San Marcos, CA 92078**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Gary Barham**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Hot Dog on a Stick Fair Co. Inc.**

Location/Space: Main Mall #22

Agreement No: **19542**

Date: February 21, 2019

Hot Dog on a Stick

Cheese on a Stick

Veggie Dog on a Stick

French Fries

Lemonade



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19543  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **J.L.Q. Concessions dba Eddie's Asian Inspired Cuisine** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #10** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	34' x 21'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**J.L.Q. Concessions**  
**11719 E. Ashlan**  
**Sanger, CA 93657**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Lola Ramirez**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**J.L.Q. Concessions dba Eddie's Asian Inspired Cuisine**

Location/Space: Main Mall #10

Agreement No: **19543**

Date: February 21, 2019

**Asian Inspired Cuisine**

**Build Your Plate:**

Two Entrées and One Side or Half & Half

Three Entrées and One Side or Half & Half

**Build Your Bowl:**

One Entrée and One Side

**Entrées:**

Beef & Broccoli

Orange Chicken

Honey Walnut Shrimp

Mongolian Beef

Kung Pao Chicken

Shrimp Tempura

**Sides:**

Chow Mein

Fried Rice

Steamed Rice

**House Specials:**

Orange Chicken Burrito

Pokey Bowl

**More Sides:**

Egg Rolls

Won Tons

Pot Stickers

Fried Rice and Chow Mein

**Beverages:**

Soft Drinks

Iced Tea

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19544**  
DATE **February 21, 2019**

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **J.L.Q. Concessions dba Pepe's Mariscos** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #19** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	33' x 17'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,900.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 2 Spaces	\$1,900.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**J.L.Q. Concessions**  
**11719 E. Ashlan**  
**Sanger, CA 93657**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Lola Ramirez**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**J.L.Q. Concessions dba Pepe's Mariscos**

Location/Space: Main Mall #19

Agreement No: **19544**

Date: February 21, 2019

Fresh Mexican Food:

**Cocktails:**

Shrimp  
Shrimp with Octopus  
Campechana

**Tostadas:**

Fish Ceviche  
Shrimp Ceviche  
Mixta  
Shrimp Tostada Plate

**Tacos:**

Grilled Fish  
Fried Shrimp  
Beef (Asada)  
Grilled Chicken  
Al Pastor  
Veggie (Whole Bean)  
Combo Plates

**Burritos:**

Veggie  
Beef (Asada)  
Grilled Chicken  
Veggie with Meat

**Quesadillas:**

Cheese  
Beef (Asada)  
Grilled Chicken  
Supreme  
Combo Plate

**Chips:**

Chips & Salsa  
Chips & Guacamole  
Chips & Ceviche  
Nachos (cheese only)  
Beef (Asada) Nachos  
Grilled Chicken Nachos  
Nachos Supreme

**Tortas:**

Beef (Asada)  
Chicken

**Beverages:**

Soft Drinks  
Aqua Frescas  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19545  
DATE February 21, 2019

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Jackson Enterprises-Beer** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FFW #16** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	60' x 40'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth as follows: Guarantee against 52% of Gross Sales (net of sales tax), whichever is greater. Commission payments are subject to weekly review of inventory sales (chargeable cup usage x selling price). All 16 oz/22 oz/32 oz beer cups to be purchased from Ovations Food Services, L.P. dba Spectra, and ending inventory to be sold back to Ovations Food Services, L.P. dba Spectra at conclusion of Fair. Accurate opening and closing cup inventory counts as well as in-Fair cup additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 52% of Gross Sales, applicable total to be collected at Final Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	52% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 52% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Jackson Enterprises**  
**19151 Highway 94**  
**Dulzura, CA 91917**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Robert Jackson**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**



**Jackson Enterprises-Beer**

Location/Space: Family Fair Way #16

Agreement No: **19545**

Date: February 21, 2019

**Domestic Beer**

Coors Light®

Bud Light®

**Premium Beer**

Estrella Jalisco®

Stella Artois ®

Chihuahua Cerveza®

Shock Top®

Elysian Space Dust IPA®

**24 oz. Cans and Bottles**

Mang-O-Rita®

Straw-Ber-Rita®

Pine-Apple-Rita®

Goose Island® IPA

Kona Longboard®

Golden Road Brewing® Wolf Pup

Golden Road Brewing® Mango Cart

Budweiser® (Red Can)

Michelob Ultra®

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19546  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Jackson Enterprises-Corn Star** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CW #14, #15, #16** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	40' x 40'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,900.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 2 Spaces	\$1,900.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Jackson Enterprises**  
**19151 Highway 94**  
**Dulzura, CA 91917**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Robert Jackson**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Jackson Enterprises-Corn Star**

Location/Space: Centennial Way #14, #15, #16

Agreement No: **19546**

Date: February 21, 2019

Grilled Corn on the Cob  
Cup-O-Corn

Veggie Kabobs

Giant Baked Potato

Fries

Garlic Fries

Giant Curly Fries

Ribbon Fries

Tater Tots

Potato Toppings

**Beverages:**

Salted Corn Drink

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19548  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**JP's Old West Cinnamon Rolls dba Original Bratwurst** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **PP #11** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	35' x 20'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**JP's Old West Cinnamon Rolls**  
**1448 Hetrick Avenue**  
**Arroyo Grande, CA 93420**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Joseph Parkhurst**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**JP's Old West Cinnamon Rolls dba Original Bratwurst**

Location/Space: Park Plaza #11

Agreement No: **19548**

Date: February 21, 2019

The Original Bratwurst  
The Original Bratwurst Combo  
Bratwurst and Sauerkraut  
Bratwurst and Sauerkraut Combo  
Frankfurter (German Hot Dog)  
Frankfurter Combo  
Cheddar Wurst  
Cheddar Wurst on a Stick  
Cheddar Wurst on a Stick Combo  
Battered Brat on a Stick  
Battered Brat on a Stick Combo  
Battered Frankfurter on a Stick  
Battered Frankfurter on a Stick Combo  
Schnitzel Strips  
Schnitzel Strips Combo

Combo: Add Fries and Regular Drink to any Bratwurst or Meal Item

**Sandwiches:**

Reuben  
Reuben Combo  
German Pulled Pork  
German Pulled Pork Combo

**Extras:**

Sauerkraut  
Coleslaw  
Shredded Cheese

Seasoned Fries  
Pulled Pork Fries

**Beverages:**

Soft Drinks  
Lemonade  
Iced Tea  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19547  
DATE February 21, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**JP's Old West Cinnamon Rolls** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CP #122, #123, #124, #125** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	40' X 8'	Temporary Food - Inline	\$2,500.00
Camping 1 Space			\$ 950.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 1 Space	\$ 950.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**JP's Old West Cinnamon Rolls**  
**1448 Hetrick Avenue**  
**Arroyo Grande, CA 93420**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Joseph Parkhurst**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**JP's Old West Cinnamon Rolls**

Location/Space: Carnival of Products #122, #123, #124, #125

Agreement No: **19547**

Date: February 21, 2019

Cinnamon Roll  
Cinnamon Roll with Nuts  
Cinnamon Roll with Frosting  
Cinnamon Roll with Nuts and Frosting  
Cinnamon Roll with one Topping  
Cinnamon Roll with two Toppings  
Cinnamon Roll with Maple Bacon Topping

**Toppings:**

Cream Cheese Frosting  
Chopped Peanuts  
Cherries  
M&M's  
Maple Bacon

Cinnamon Roll Mix – 2 lb bag

**Espresso**

Mocha  
Latte  
Vanilla Latte  
Cappucino  
Quad (4 shots of Espresso)  
Double Shot (2 shots of Espresso)

**Beverages:**

Coffee  
Hot Tea  
Hot Chocolate  
Frozen Mocha  
Frozen Lemonade  
Milk  
Soft Drinks  
Lemonade  
Iced Tea  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19553  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Juicys, LLC - Apollo's Greek Stand** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #8** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	50' x 20'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Juicys, LLC**  
**5380 Gulf of Mexico Drive, Suite #105**  
**Longboat Key, FL 34228**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Brett Enright**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Juicys, LLC - Apollo's Greek Stand**

Location/Space: Main Mall #8

Agreement No: **19553**

Date: February 21, 2019

Classic Gyro

Pita Burger

Chicken Pita

Chicken Souvlaki

Make it a Combo: Choice of Rice & Veggies or French Fries and Small Drink

**Sides**

Greek Salad

Pita Chips with Choice of Two Sauces

French Fries

Extra Chicken

**Sauces**

Hummus

Tzatzki

Fiery Feta

**Beverages**

Soft Drinks

Lemonade

Gatorade®

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19552  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Juicys, LLC** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CM #4** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	75' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 4 Spaces			\$3,800.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 4 Spaces	\$3,800.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Juicys, LLC**  
**5380 Gulf of Mexico Drive, Suite #105**  
**Longboat Key, FL 34228**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Brett Enright**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Juicys, LLC**

Location/Space: Country Meadows #4

Agreement No: **19552**

Date: February 21, 2019

Giant Western Sausage in a Bun or on a Stick  
Giant Jalapeno & Cheese Sausage in a Bun or on a Stick  
Curly Fries Sausage  
Foot Long Hot Dog  
Cowabunga Corn Dog  
"Texas Sized" Turkey Leg  
All American Cheeseburger  
Bacon Cheeseburger  
Western Bacon Cheeseburger  
Curly Fries Cheeseburger  
Turkey Leg Tacos

Make it a Combo-Add Waffle Fries and Small Drink to Any Item  
Kid's Meal-Grilled Chicken Tenders, Waffle Fries and Small Drink

**Sides**

Mountain of Curly Fries  
Chili Cheese Curly Fries  
Cheesy Bacon Curly Fries  
Mexican Curly Fries  
Basket of Waffle Fries  
Colossal Deep Fried Onion Rings with Ranch Dressing  
Deep Fried Zucchini with Ranch Dressing  
Extra Burger Patty  
Roasted Corn  
Cup of Corn

**Toppings**

Chili  
Cheese  
Bacon  
Ranch Dressing

**Beverages**

Soft Drinks  
Lemonade  
Gatorade®  
Bottled Water



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19554  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Juicys, LLC-Dogsville** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #12** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	16' x 20'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Juicys, LLC**  
**5380 Gulf of Mexico Drive, Suite #105**  
**Longboat Key, FL 34228**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Brett Enright**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Juicys, LLC-Dogsville**

Location/Space: Main Mall #12

Agreement No: **19554**

Date: February 21, 2019

Giant Western Sausage in a Bun or on a Stick  
Giant Jalapeno and Cheese Sausage in a Bun or on a Stick  
Foot Long Hot Dog (1/2 lb)  
Cowabunga Corn Dog

“Texas Sized” Turkey Leg  
Turkey Leg Tacos

**Sides**

Chili Cheese Waffle Fries  
Cheesy Bacon Waffle Fries  
Basket of Waffle Fries

Make it a Combo-Add Waffle Fries & Small Drink to Any Item

**Toppings**

Chili  
Cheese  
Bacon

**Beverages**

Soft Drinks  
Lemonade  
Gatorade®  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19549**  
DATE **February 21, 2019**

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Juicys, LLC** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FFW #22** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	50' x 20'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Juicys, LLC**  
**5380 Gulf of Mexico Drive, Suite #105**  
**Longboat Key, FL 34228**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Brett Enright**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Juicys, LLC**

Location/Space: Family Fair Way #22

Agreement No: **19549**

Date: February 21, 2019

Giant Western Sausage in a Bun or on a Stick  
Giant Jalapeno & Cheese Sausage in a Bun or on a Stick  
Curly Fries Sausage  
Foot Long Hot Dog  
Cowabunga Corn Dog  
"Texas Sized" Turkey Leg  
All American Cheeseburger  
Bacon Cheeseburger  
Western Bacon Cheeseburger  
Curly Fries Cheeseburger  
Turkey Leg Tacos

Make it a Combo-Add Waffle Fries and Small Drink to Any Item  
Kid's Meal-Grilled Chicken Tenders, Waffle Fries and Small Drink

**Sides**

Mountain of Curly Fries  
Chili Cheese Curly Fries  
Cheesy Bacon Curly Fries  
Mexican Curly Fries  
Basket of Waffle Fries  
Colossal Deep Fried Onion Rings with Ranch Dressing  
Deep Fried Zucchini with Ranch Dressing  
Extra Burger Patty  
Roasted Corn  
Cup of Corn

**Toppings**

Chili  
Cheese  
Bacon  
Ranch Dressing

**Beverages**

Soft Drinks  
Lemonade  
Gatorade®  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19550  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Juicys, LLC** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FS #18** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	50' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 3 Spaces			\$2,850.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 3 Spaces	\$2,850.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Juicys, LLC**  
**5380 Gulf of Mexico Drive, Suite #105**  
**Longboat Key, FL 34228**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Brett Enright**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**



**Juicys, LLC**

Location/Space: Fair Square #18

Agreement No: **19550**

Date: February 21, 2019

Giant Western Sausage in a Bun or on a Stick  
Giant Jalapeno & Cheese Sausage in a Bun or on a Stick  
Curly Fries Sausage  
Foot Long Hot Dog  
Cowabunga Corn Dog  
"Texas Sized" Turkey Leg  
All American Cheeseburger  
Bacon Cheeseburger  
Western Bacon Cheeseburger  
Curly Fries Cheeseburger  
Turkey Leg Tacos

Make it a Combo-Add Waffle Fries and Small Drink to Any Item  
Kid's Meal-Grilled Chicken Tenders, Waffle Fries and Small Drink

**Sides**

Mountain of Curly Fries  
Chili Cheese Curly Fries  
Cheesy Bacon Curly Fries  
Mexican Curly Fries  
Basket of Waffle Fries  
Colossal Deep Fried Onion Rings with Ranch Dressing  
Deep Fried Zucchini with Ranch Dressing  
Extra Burger Patty

**Toppings**

Chili  
Cheese  
Bacon  
Ranch Dressing

**Beverages**

Soft Drinks  
Lemonade  
Gatorade®  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19555  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Juicys, LLC-Funnel Cake** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FS #17** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	30' x 20'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Juicys, LLC**  
**5380 Gulf of Mexico Drive, Suite #105**  
**Longboat Key, FL 34228**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Brett Enright**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Juicys, LLC-Funnel Cake**

Location/Space: Fair Square #17

Agreement No: **19555**

Date: February 21, 2019

Funnel Cake

Funnel Cake Sundae

**Funnel Cake Combos**

Whipped Cream, Strawberries and Ice Cream

Whipped Cream, Cherries and Ice Cream

Whipped Cream and Strawberries

Whipped Cream and Cherries

**Toppings**

Strawberries

Cherries

Whipped Cream

Sprinkles

Peanuts

Ice Cream **as a Topping Only**

**Beverages**

Soft Drinks

Lemonade

Gatorade®

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19551  
DATE February 21, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Juicys, LLC** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **LL #5, #6** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	50' x 20'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Juicys, LLC**  
**5380 Gulf of Mexico Drive, Suite #105**  
**Longboat Key, FL 34228**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Brett Enright**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Juicys, LLC**

Location/Space: Livestock Lane #5, #6

Agreement No: **19551**

Date: February 21, 2019

Giant Western Sausage in a Bun or on a Stick  
Giant Jalapeno & Cheese Sausage in a Bun or on a Stick  
Curly Fries Sausage  
Cowabunga Sausage on a Stick  
Foot Long Hot Dog  
Chili Cheese Hot Dog  
"Texas Sized" Turkey Leg  
Turkey Leg Tacos

Make it a Combo-Add Waffle Fries and Small Drink to Any Item  
Kid's Meal-Grilled Chicken Tenders, Waffle Fries and Small Drink

**Sides**

Mountain of Curly Fries  
Chili Cheese Curly Fries  
Cheesy Bacon Curly Fries  
Mexican Curly Fries  
Basket of Waffle Fries  
Chili Cheese Waffle Fries  
Colossal Deep Fried Onion Rings with Ranch Dressing  
Deep Fried Zucchini with Ranch Dressing  
Extra Burger Patty  
Roasted Corn  
Cup of Corn  
Hot Cheetos® Topping

**Toppings**

Chili  
Cheese  
Chili and Cheese  
Bacon

**Beverages**

Soft Drinks  
Bottled Soft Drinks  
Lemonade  
Gatorade®  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19556**  
DATE **February 21, 2019**

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **June's Java Break, Inc. dba Maui Wowi Hawaiian** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MW #3** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	12' x 12'	Mobile Food - Cart	\$1,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**June's Java Break, Inc. dba Maui Wowi Hawaiian**  
346 South Tracy Lane  
Orange, CA 92869

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **June Padua**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**June's Java Break, Inc. dba Maui Wowi Hawaiian**

Location/Space: Memorial Way #3

Agreement No: **19556**

Date: February 21, 2019

**Smoothies:**

Strawberry Banana

Pina Colada

Mango Orange

Tropical Fruit

Dreamsicle (Mango, Orange and Pina Colada)

Hawaiian Breeze (Strawberry and Mango Orange)

Wistful Waikiki (Strawberry and Pina Colada)

Hawaiian Coffee

Iced Coffee

Flavored Syrups

Hot Koko

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19557  
DATE February 22, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**L & L Concessions, Inc.-Ice Cream** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MA #8** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' x 18'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

#### Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**L & L Concessions, Inc.**  
2130 Walnut Street  
La Verne, CA 91750

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Don or Shelley Long**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**L & L Concessions, Inc.-Ice Cream**

Location/Space: Midway Ave #8

Agreement No: **19557**

Date: February 22, 2019

**Soft Serve Ice Cream**

Regular Cone or Cup

Monster Cone

Kid's Cone

Cones Dipped in Chocolate

Banana Split

Brownie Hot Fudge Sundae

Strawberry Shortcake Sundae

Ice Cream Sundaes

Waffle Cone Sundaes

Shakes

Malts

Root Beer Float

Root Beer Freeze

Frozen Banana

Hand Dipped Ice Cream Bar

**Beverages**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19558  
DATE February 22, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**L & L Concessions, Inc.-Philly** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #15** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	30'x 24'	Mobile Food - Trailer	\$2,500.00
Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Application Fee	\$ 50.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

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

8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)

9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.

11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.

12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.

13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.

14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.

**15. Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**L & L Concessions, Inc.**  
**2130 Walnut Street**  
**La Verne, CA 91750**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Don or Shelley Long**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**L & L Concessions, Inc.-Philly**

Location/Space: Main Mall #15

Agreement No: **19558**

Date: February 22, 2019

**Sandwiches**

Philly Cheesesteak  
Roast Beef  
BBQ Beef  
Korean BBQ Beef Dip with Napa Slaw and Au Jus

Hamburger  
Cheeseburger  
Bacon Cheeseburger  
Hot Dog

Make any Item a Combo-Fries and Medium Drink  
Kid's Meal

**Sides**

French Fries  
Loaded Fries  
Cheese Fries  
Philly Cheese Fries  
Chili Cheese Fries  
Chili Fries  
Tater Tots  
Tater Tots with Chili, Cheese and Bacon  
Cheese Nachos  
Add Cheese

**Beverages**

Soft Drinks  
Lemonade  
Iced Tea  
Bottled Water



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19559  
DATE February 22, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Leap of Faith Adventures, Inc. dba JK Dots** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CP #120, #121** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' x 8'	Temporary Food - Inline	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Leap of Faith Adventures, Inc. dba JK Dots**  
935 Poinsettia Avenue, Suite #204  
Vista, CA 92081

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Karen or Jan Gary

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Michele A. Richards, VP, Business Development

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Leap of Faith Adventures, Inc. dba JK Dots**

Location/Space: Carnival of Products #120, #121

Agreement No: **19559**

Date: February 22, 2019

**Dippin' Dots Ice Cream, Yogurt and Non Dairy Ice Products**

Cup

Toppings

Shakes

Floats

Sundaes

Chocolate Waffle and Ice Cream with Whipped Cream and Chocolate Drizzle

Fruit Smoothies

**Beverages**

Soft Drinks

Coffee

Iced Coffee

Hot Tea

Iced Tea

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19560**  
DATE **February 22, 2019**

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Leap of Faith Adventures, Inc. dba JK Dots** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FS #7** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	25' x 10'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Leap of Faith Adventures, Inc. dba JK Dots**  
**935 Poinsettia Avenue, Suite #204**  
**Vista, CA 92081**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Karen or Jan Gary**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Leap of Faith Adventures, Inc. dba JK Dots**

Location/Space: Fair Square #7

Agreement No: **19560**

Date: February 22, 2019

**Dippin' Dots Ice Cream, Yogurt and Non Dairy Ice Products**

Cup

Toppings

Shakes

Floats

Sundaes

Chocolate Waffle and Ice Cream with Whipped Cream and Chocolate Drizzle

Fruit Smoothies

**Beverages**

Soft Drinks

Coffee

Iced Coffee

Hot Tea

Iced Tea

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19561  
DATE February 22, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Lori's Concessions, Inc.-Tasti Burgers™** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **LL #9** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	22' x 10'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 950.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 1 Space	\$ 950.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

\*\*Payments postmarked after the due date will be subject to a late fee of \$100

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Lori's Concessions, Inc.**  
535 Hilo Way  
Vista, CA 92081

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Lori Southerland**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**



**Lori's Concessions, Inc.-Tasti Burgers™**

Location/Space: Livestock Lane #9

Agreement No: **19561**

Date: February 22, 2019

**Burgers**

Cheeseburger

Hamburger

Jalapeno Cheeseburger

Cali Chili Cheeseburger

Spicy Cheese Curd Burger

Protein Wrap

Farmhand Double Cheeseburger

Fair Value Meal-Hamburger, Fries and Regular Soft Drink

Kid's Meal-Plain Kiddy Burger, Fries or Apple Slices and Juice Box or Kid's Soft Drink

**Gourmet Pub Style Burgers**

Texas BBQ Bacon Cheeseburger

Chili Relleno Pretzel Cheeseburger

**Hot Dogs**

All Beef Hot Dog

All Beef San Fran Dog

All Beef Chili Cheese Dog

**Fries**

French Fries

Spicy Cheese Curd Fries

Chili Cheese Fries

**Extras**

Top Your Burger with Fries

Cheese

Patty

Applewood Smoked Bacon

Avocado

**Beverages**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19562  
DATE February 22, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Lori's Concessions, Inc.-Tasti Chips®** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **LL #10** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	24' x 8'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,900.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 2 Spaces	\$1,900.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Lori's Concessions, Inc.**  
535 Hilo Way  
Vista, CA 92081

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Lori Southerland**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Lori's Concessions, Inc.-Tasti Chips®**

Location/Space: Livestock Lane #10

Agreement No: **19562**

Date: February 22, 2019

Tasti Chips®

Onion Rings

Chips and Rings

Spicy Cheese Curd Chips

Chili Cheese Chips

Parmesan Garlic

**Toppings**

Jalapeno Cheese Sauce

Bacon Cheddar Cheese Sauce

Ranch Dressing

All Meat Chili

Bacon Bits

**Beverages**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19563**  
DATE **February 22, 2019**

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **M. Hill Enterprises, Inc.-Ice Cream** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **PP #10** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' x 20'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**M. Hill Enterprises, Inc.**  
**1151 Deborah Street**  
**Upland, CA 91784**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Mark Hill**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**M. Hill Enterprises, Inc.-Ice Cream**

Location/Space: Park Plaza #10

Agreement No: **19563**

Date: February 22, 2019

**Soft Serve Ice Cream**

Cup

Cone

Waffle Cone

Chocolate Dip

Ice Cream Sundaes

Hot Fudge Sundae

Salted Caramel Hot Fudge Sundae

Milk Shakes

Malts

Banana Royale Sundae

Floats

Ice Cream Sodas

**Hand Dipped-All Items Include One Topping**

Ice Cream Bars

Frozen Banana

Cheesecake on a Stick

Toppings

**Nitro Coffee**

Coffee

Float, Shake or Malt

**Beverages**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19564**  
DATE **February 22, 2019**

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **M. Hill Enterprises, Inc.-Lemonade** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FFW #21** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	18' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 950.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 1 Space	\$ 950.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**M. Hill Enterprises, Inc.**  
**1151 Deborah Street**  
**Upland, CA 91784**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Mark Hill**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**M. Hill Enterprises, Inc.-Lemonade**

Location/Space: Family Fair Way #21

Agreement No: **19564**

Date: February 22, 2019

Fresh Squeezed Lemonade

Fresh Squeezed BBQ Lemonade

Giant Slushie

Minute Maid® Frozen Lemonade

ThunderKing Nitro

Soft Pretzel

Cheese

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19566**  
DATE **February 22, 2019**

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Noel's Foods, Inc.** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CW #13** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	50' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,900.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 2 Spaces	\$1,900.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

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

8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)

9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.

10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.

11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.

12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.

13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.

14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.

**15. Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**

16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Noel's Foods, Inc.**  
**5837 E. Brundage Lane**  
**Bakersfield, CA 93307**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Marco Arredondo**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Noel's Foods, Inc.**

Location/Space: Centennial Way #13

Agreement No: **19566**

Date: February 22, 2019

**Tacos**

Original Taco

Vegetarian Taco

Fish Taco

Fried Avocado Taco

**Burritos**

Bean & Cheese Burrito

Breakfast Burrito

Hot Cheeto Burrito

Vegetarian Burrito

Original Burrito

Deluxe Burrito

California Burrito

**Dinners**

Taquito

Original Taco

Vegetarian Taco

Fish Taco

Fried AvocadoTaco

Nachos with Jalapenos

Nachos Deluxe

Nachos Deluxe with Meat

Quesadilla

Quesadilla with Meat

Taquitos

Torta

Tosti Elote

Noel's Bowl

Hot Cheeto Fries

California Fries

**Sides:**

Rice

Beans

Extra Meat

Guacamole

Cheese

Sour Cream

Jalapenos

**Beverages:**

Soft Drinks

Iced Tea

Aguas Frescas

Gatorade®

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19567  
DATE February 22, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Old Country Store dba Candyville** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CP #103, #104** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' x 8'	Temporary Food - Inline	\$6,200.00
Camping 1 Space			\$ 950.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 1 Space	\$ 950.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Old Country Store**  
**24080 Steelhead Drive**  
**Corona, CA 92883**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Robert Riggs**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Old Country Store dba Candyville**

Location/Space: Carnival of Products #103, #104

Agreement No: **19567**

Date: February 22, 2019

Build-a-Bag Candy

Bulk Candy

Bulk Chocolate

**Fudge**

Fudge Bars

Fudge Bars (½)

Fudge Balls



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19568**  
DATE **February 22, 2019**

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Old Country Store dba Candyville** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FP #608** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	10' x 10'	Temporary Food - Inline	\$4,200.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Old Country Store**  
24080 Steelhead Drive  
Corona, CA 92883

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Robert Riggs**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Old Country Store dba Candyville**

Location/Space: Festival of Products #608

Agreement No: **19568**

Date: February 22, 2019

Build-a-Bag Candy

Bulk Candy

Bulk Chocolate

**Fudge**

Fudge Bars

Fudge Bars (1/2)

Fudge Balls

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19569  
DATE February 22, 2019

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Orange County Wine Society** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to *occupy the space(s) described below* at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **WC #1** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Wine service in the Courtyard to comply with all OC Fair sales reporting requirements and to participate in the Thursday \$3 Taste promotions.			\$ .00

6. The Association agrees to waive commissions on gross sales in exchange for promotional support of the OC Fair Wine Competition

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Agreement Due By	4/24/2019	\$ .00
	Total:	\$ .00

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Orange County Wine Society**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Fran Gitsham**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Orange County Wine Society**

Location/Space: Wine Courtyard #1

Agreement No: **19569**

Date: February 22, 2019

Award Winning Wines by the Taste

**Wine by the Glass**

Varietal Wines

Champagne Splits

House Wines

Express Bar Wines

Cellar Special White Wines

Cellar Special Red Wines

Concert Special-Two Govino Shatterproof Souvenir Logo Wine Glasses and Two Glasses of Wine

2019 Govino Shatterproof Souvenir Logo Wine Glass

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19570  
DATE February 22, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Papa Gino's Pizza** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FFW #17** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	28' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,900.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 2 Spaces	\$1,900.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Papa Gino's Pizza**  
218 W. Douglas Avenue  
El Cajon, CA 92020

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Juan Lepe**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**



**Papa Gino's Pizza**

Location/Space: Family Fair Way #17

Agreement No: **19570**

Date: February 22, 2019

**Whole Pizza:**

Cheese  
Pepperoni  
Hawaiian  
Jalapeno and Olive  
Sausage and Mushroom  
Combo Deluxe

**Personal Round Pizza:**

Cheese  
Pepperoni  
Hawaiian  
Combo Deluxe

Slice of Cheese Pizza  
Slice of Pepperoni Pizza  
Pizza Bread  
Cheese Bread  
Garlic Bread  
Pizza on a Stick  
**Hot Wings-NEW**  
Side of Ranch Dressing

**Combo Specials:**

Pizza Bread and Medium Drink  
Two Slices of Cheese or Pepperoni Pizza and Medium Drink  
Buy a Whole Pizza and Get Two Drinks

**Beverages**

Soft Drinks  
Lemonade  
Gatorade  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19571  
DATE February 22, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and

**PHD and Me** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #6** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	10'x20'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**PHD and Me**  
1937 N. Horseman Circle  
Layton, UT 84040

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Haylee Buscay

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Michele A. Richards, VP, Business Development

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**PHD and Me**

Location/Space:

Main Mall #6

Agreement No: **19571**

Date: February 22, 2019

**Shave Ice:**

One Flavor

Two Flavors

Rainbow

Add Sweet Cream

**Specialty Drinks:**

Mangoneada

Watermelon Twist

Pina Colada

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19572  
DATE February 22, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Planet Popcorn, Inc.** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **PP #8** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	30' x 25'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Planet Popcorn, Inc.**  
876 W. 16th Street  
Newport Beach, CA 92663

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Sharla Caldaronello**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Planet Popcorn, Inc.**

Location/Space: Park Plaza #8

Agreement No: **19572**

Date: February 22, 2019

Popcorn

Kettle Corn

Caramel Kettle Mix

Gourmet Flavored Popcorn

**Beverages**

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19574  
DATE February 22, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Rainbow/Blue and White Concessions** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CL #25** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	30' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,900.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 2 Spaces	\$1,900.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Rainbow/Blue and White Concessions**  
**34428 Yucaipa Boulevard, #E-155**  
**Yucaipa, CA 92399**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Robert Hutchins**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Rainbow/Blue and White Concessions**

Location/Space: Country Lane #25

Agreement No: **19574**

Date: February 22, 2019

**Hamburgers:**

Hamburger (Quarter Pound)

Hamburger (Half Pound)

Cheeseburger (Quarter Pound)

Cheeseburger (Half Pound)

Fiesta Burger - New

Kid's Burger

Kart Wheel (Deep Fried Burger)

Flamin' Wheel - New

**Hot Dogs:**

Hot Dog

Mile Long Dog

Quarter Pound Hot Dog

Cheese Curds

French Fries

Chili or Cheese Fries

Chili and Cheese Fries

Nachos with Cheese

Frychos - New

Add Chili, Cheese, Kraut or Jalapenos to Any Item

Apple Fries

**Combo Meals:** Any item with Fries and Small Soft Drink

**All American Family Meal:** Cheeseburger, Mile Long Hot Dog, Corn Dog, Regular Fries, Apple Fries and Two (2) Small Drinks

**Kid's Meal Deal:** Kid's Burger or Hot Dog, Fries and Small Soft Drink

**Beverages:**

Soft Drinks

Coffee

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19576  
DATE February 22, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Reno's Fish & Chips, Inc. dba Holy Cao's Boba Tea** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **PP #9** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	10'x20'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

#### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Reno's Fish & Chips, Inc.**  
1733 Kent Place  
Vista, CA 92084

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Catherine McKnight**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Reno's Fish & Chips, Inc. dba Holy Cao's Boba Tea**

Location/Space: Park Plaza #9

Agreement No: **19576**

Date: February 22, 2019

**Boba Tea:**

Assorted Flavors

- Almond Milk Tea
- Lavender Milk Tea
- Macha Green Tea
- Black Milk Tea
- Peach Tea
- Watermelon Tea

Regular Boba:

Boba Pearl

Popping Boba:

Lychee

Strawberry

Passionfruit

Peach Mango

Extra Boba

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19577  
DATE February 22, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Reno's Fish & Chips, Inc. dba Pignotti's Gourmet Snacks** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CT #1** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	12'x8'	Temporary Food Facility	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Reno's Fish & Chips, Inc.**  
1733 Kent Place  
Vista, CA 92084

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Catherine McKnight**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Reno's Fish & Chips, Inc. dba Pignotti's Gourmet Snacks**

Location/Space: Courtyard #1

Agreement No: **19577**

Date: February 22, 2019

Mixed Cheese Plate  
Brie Platter  
Feta Cheese Plate  
Fresh Fruit Plate  
Deli Plate  
Veggie Plate  
Pignotti's Classic Panini  
Meatball Sliders  
Individual Gourmet Pizza

Soft Drinks  
Bottled Water



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19578  
DATE February 22, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Reno's Fish & Chips, Inc. dba Pignotti's Pasta** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CM #2** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	19'x8'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 950.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 1 Space	\$ 950.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Reno's Fish & Chips, Inc.**  
**1733 Kent Place**  
**Vista, CA 92084**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Catherine McKnight**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
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12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Reno's Fish & Chips, Inc. dba Pignotti's Pasta**

Location/Space: Country Meadows #2

Agreement No: **19578**

Date: February 22, 2019

**Pasta Dinners:**

Spaghetti with Meatballs

Penne Plate

Bacon Alfredo Plate

Tortellini Plate

Tortellini Bowl

Baby Bowl Penne with Choice of Sauce

**Sandwiches:**

Meatball on Toasted Roll

Meatball with Cheese on Toasted Roll

Sausage

Spaghetti and Meatball

Italian Deli

Messy Meatball Sliders with Sauce

Lasagna

**Bread Bowls with Choice of Sauce:**

Penne

Spaghetti

Tortellini

**Pizza:**

Slice

**Salads:**

Antipasta

Green

Dinner

**Sides:**

Garlic Bread

Meatballs on a Stick

Sausage on a Stick

Ravioli on a Stick (Buffalo Chicken or Cheese)

Mozzarella Sticks

Cannolis (Chocolate, Strawberry or Caramel)

Spaghetti Donuts

Lasagna Nachos

**Beverages:**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19579  
DATE February 22, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Reno's Fish & Chips, Inc. dba Who Fried the Cheese** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **Plaza Pacifica Path** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20'x10'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Reno's Fish & Chips, Inc.**  
1733 Kent Place  
Vista, CA 92084

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Catherine McKnight**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Reno's Fish & Chips, Inc. dba Who Fried the Cheese**

Location/Space: Plaza Pacifica Path

Agreement No: **19579**

Date: February 22, 2019

**Sandwiches:**

Gouda Grilled Cheese

Gouda & Bacon Grilled Cheese

Gouda & Jalapeno Grilled Cheese

Gouda, Bacon & Jalapeno Grilled Cheese

Gouda & Ravioli Grilled Cheese

**Sides:**

Mac & Cheese Egg Rolls

Mozzarella Sticks

Ravioli on a Stick (5)

Cheesy Bacon Balls

Cheesy Jalapeno Balls

Shrimp Jammers

Deep Fried Green Beans

Deep Fried Cheese Curds

Lasagna Nachos

**All Items Served with Choice of Dipping Sauce:**

Cathy's Special Siracha Sauce

Wasabi

Creamy Cucumber

Teriyaki

Sweet & Sour

Marinara

Ranch

**Beverages:**

Soft Drinks

Iced Tea

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19580**  
DATE **February 22, 2019**

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Revolutionary Service, Inc. dba Sippers and More-Bacon A Fair** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FFW #9** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	27' x 10'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Revolutionary Service, Inc. dba Sippers and More**  
**P.O. Box 319**  
**Valley Center, CA 92082**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michael Peterson**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**



**Revolutionary Service, Inc. dba Sippers and More-Bacon A Fair**

Location/Space: Family Fair Way #9

Agreement No: **19580**

Date: February 22, 2019

Bacon Wrapped Hot Dog  
Bacon Wrapped Corn Dog  
Bacon Wrapped Grilled Sausage  
Bacon Wrapped Sausage on a Stick  
Grilled Sausage-**Available Upon Request-Do Not Post**  
Bacon Wrapped Turkey Leg  
Turkey Leg-**Available Upon Request-Do Not Post**  
Rib Basket  
Bacon Wrapped Baked Potato

Bacon Wrapped Jalapenos  
Bacon Wrapped Brussel Sprouts  
Bacon Bombs  
French Toast Bacon Bombs  
Porkabella Kabob  
Roasted Bacon Corn  
Pupusas

Regular Fries  
Bacon Fries  
Truffle Fries

Chocolate Covered Bacon

**Beverages**

Soft Drinks  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19581  
DATE February 22, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Revolutionary Service, Inc. dba Sippers and More-Mexican Funnell Cake** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **LL #8** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	15'x20'	Mobile Food - Trailer	\$2,500.00
Camping 4 Spaces			\$3,800.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 4 Spaces	\$3,800.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Revolutionary Service, Inc. dba Sippers and More**  
**P.O. Box 319**  
**Valley Center, CA 92082**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michael Peterson**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Revolutionary Service, Inc. dba Sippers and More-Mexican Funnel Cake**

Location/Space: Livestock Lane #8

Agreement No: **19581**

Date: February 22, 2019

Giant Mexican Funnel Cake

**Funnel Cake Toppings**

Strawberries

Whipped Cream

Ice Cream as a Topping Only

Chocolate Covered Bacon

Apple Fries

Churro Bag

Dessert Nachos

Bacon Wrapped Grilled Sausage

Bacon Wrapped Hot Dog

Cheesy Bacon Bombs

Bacon Wrapped Brussel Sprouts

Pupusas

**Beverages**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19582  
DATE February 25, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **SDM Concessions, LLC dba Ten Pound Buns** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CM #5** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' x 15'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,900.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 2 Spaces	\$1,900.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**SDM Concessions, LLC dba Ten Pound Buns**  
**4165 Country Club Drive**  
**Long Beach, CA 90807**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Schuyler MacPherson**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**SDM Concessions, LLC dba Ten Pound Buns**

Location/Space: Country Meadows #5

Agreement No: **19582**

Date: February 25, 2019

**Fresh Baked Sourdough Bread Served by the slice or ½ slice**

**Toppings:**

Pine & Swine  
The King  
Pastrami  
Meat Lover  
Ultimate  
European Cheese  
BBQ Chicken  
Buffalo Chicken  
Latin Lover  
Pepperoni  
Bacon Nutella  
Original Cheese  
Avocado Toast

Dipping Sauces  
Extra Toppings  
Family Take Home Pack  
Sourdough Loaf

**Beverages:**

Coffee  
Hot Chocolate  
Hot Tea  
Hot Mocha  
Hot Cappuccino  
Iced Blended Cappuccino  
Iced Blended Mocha  
Soft Drinks  
Gatorade®  
Rock Star®  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19584  
DATE February 25, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **TC Dugan Enterprises, Inc. dba Crutchee's Cream** (the "Renter") (the "Agreement"). Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FFW #18** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	25' x 10'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 950.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 1 Space	\$ 950.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**TC Dugan Enterprises, Inc.**  
**5142 Delaney Court**  
**Carlsbad, CA 92008**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Tiffany Dugan**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**TC Dugan Enterprises, Inc. dba Crutchee's Cream**

Location/Space: Family Fair Way #18

Agreement No: **19584**

Date: February 25, 2019

**Soft Serve Ice Cream:**

Cones - Vanilla, Chocolate, Combo

Waffle Cones - Vanilla, Chocolate, Combo

Cones Dipped in Chocolate

Dole Pineapple Whip (cup, cone or waffle cone)

**Sundaes:**

Caramel, Fresh Strawberries, Pineapple, Coconut Pineapple or Hot Fudge with Whipped Cream, Nuts and Cherry

Waffle Bowl Sundaes

The "Works" Waffle Bowl Sundae

Royal Banana Sundae

Chocolate-Dipped Strawberry Waffle Bowl Sundae

Banana Split

Cookies N Cream Dream Sundae

Butterfinger® Twister

**Shakes:**

Vanilla

Chocolate

Strawberry

Very Berry

Oreo®

Pineapple

Banana

Mint Chip

Chocolate Dipped Frozen Banana

Chocolate Dipped Strawberries with White Chocolate Drizzle in a Waffle Bowl

Root Beer Float

Dole Whip Float

**Add-on Toppings:**

Nuts or Sprinkles

Oreo, Coconut, Caramel, Reeses®, Butterfinger®, Strawberries or Hot Fudge

**Beverages:**

Soft Drinks

Frozen Hot Chocolate

Milk

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19585  
DATE February 25, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **TC Dugan Enterprises, Inc. dba Dole Whip** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **GGV #1** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	10' x 10'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**TC Dugan Enterprises, Inc.**  
**5142 Delaney Court**  
**Carlsbad, CA 92008**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Tiffany Dugan**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**TC Dugan Enterprises, Inc. dba Dole Whip**

Location/Space: Green Gate Village #1

Agreement No: **19585**

Date: February 25, 2019

Dole Whip Cup or Cone - Pineapple or Strawberry Flavor

Dole Whip Waffle Cone

Dole Whip Float

Toppings

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19586  
DATE February 26, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Terri's Berries, Inc.** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CW #3** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	40' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,900.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 2 Spaces	\$1,900.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Terri's Berries, Inc.**  
**549 Buena Creek Road**  
**San Marcos, CA 92069**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Terri Crutchfield**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Terri's Berries, Inc.**

Location/Space: Centennial Way #3

Agreement No: **19586**

Date: February 26, 2019

Fresh Fruit Bowl  
Fresh Sliced Fruit Cups  
Big Mixed Bowl with Chocolate  
Great Big Mixed Fresh Fruit Bowl with Chocolate  
Caramel Apple  
Gourmet Caramel Apple with Chocolate Drizzle  
Strawberry Shortcake

**Chocolate Dipped:**

Oreos®  
Pretzels  
Licorice  
Marshmallows  
Rice Krispys  
Strawberry  
Strawberry Bowl

**Beverages:**

Fruit Smoothies  
Mocha Freeze  
Lemon Lime Twister  
Coffee  
Gin Fizzy – Raspberry-Lime  
Watermelon Fusion -Watermelon-Lime-Mint  
Bottled Soft Drinks  
Bottled Water



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19587  
DATE February 25, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Timbo's II-Jerky** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CP #116, #117** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	20' X 8'	Temporary Food - Corner/Inline	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Timbo's II**  
13389 E. 50th Street  
Yuma, AZ 85367

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michael Coffee**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
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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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Timbo's II-Jerky**

Location/Space:

Carnival of Products #116, #117

Agreement No: **19587**

Date: February 25, 2019

**Jerky:**

Slab

Steak

Stick

Packaged

Beef Sticks

Dill Pickles

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19588  
DATE February 25, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Timbo's II-Jerky** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FP #600, #601, #602** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	30' x 10'	Temporary Food - Corner/Inline	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

#### Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Timbo's II**  
13389 E. 50th Street  
Yuma, AZ 85367

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Michael Coffee

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Michele A. Richards, VP, Business Development

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Timbo's II-Jerky**

Location/Space:

Festival of Products #600, #601, #602

Agreement No: **19588**

Date: February 25, 2019

**Jerky:**

Slab

Steak

Stick

Packaged

Beef Sticks

Dill Pickles

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19589**  
DATE **February 25, 2019**

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Tony's Concessions** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MA #10** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	25' x 12'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Tony's Concessions**  
997 2nd Street  
Sanger, CA 93657

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Tony Ponce**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**



**Tony's Concessions**

Location/Space: Midway Ave #10

Agreement No: **19589**

Date: February 25, 2019

**Special Combos:**

Burrito and Flan

Super Nachos and 2 Tacos

Rice Bowl and Flan

Torta

Torta and Flan

Quesadilla and 2 Tacos

Tacos: Asada (Steak), Pollo (Chicken), Adobada (Marinated Pork)

Burritos: Asada (Steak), Pollo (Chicken) or Veggie

Tortas: Asada (Steak), Pollo (Chicken) or Ham

Quesadillas: Asada (Steak), Pollo (Chicken) or Cheese

Super Nachos: Asada (Steak) or Pollo (Chicken)

Regular Nachos

Sopes: Asada (Steak) or Pollo (Chicken)

Tamales: Jalapeno with Cheese, Pork, Beef or Chicken

Combo Plate of 2 Soft Tacos, Rice and Beans

Grande Rice Bowl – Asada (Steak) or Pollo (Chicken)

Bacon Wrapped Jalapenos

Fruit Salad-Granola, Honey, Sweetened Condensed Milk

**Sides:**

Sour Cream

Guacamole

Chips

Rice

Beans

**Beverages:**

Fruit Shakes: Strawberry, Banana

Soft Drinks

Lemonade

Aqua Fresca

Gatorade®

Rockstar®

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19591  
DATE February 25, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Toucan Enterprises** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #20** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	35' x 25'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 950.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 1 Space	\$ 950.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Toucan Enterprises**  
12277 Apple Valley Road, #447  
Apple Valley, CA 92308

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Michael or Linda Davis

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Michele A. Richards, VP, Business Development

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Toucan Enterprises**

Location/Space: Main Mall #20

Agreement No: **19591**

Date: February 25, 2019

**Funnel Cakes:**

Powdered Sugar

Cinnamon &amp; Powdered Sugar

Chocolate Chips &amp; Powdered Sugar

Strawberries &amp; Whipped Cream

Bavarian Cream, Chocolate &amp; Whipped Cream

The Works! (Strawberries, Bavarian Cream, Chocolate Chips &amp; Whipped Cream)

Banana Supreme (Bananas, Chocolate Syrup &amp; Whipped Cream)

Caramel and Chocolate Turtle with Nuts &amp; Whipped Cream

Nutella® &amp; Powdered Sugar

**Extra Toppings:**

Strawberries, Bananas, Bavarian Cream, Chocolate Syrup, Chocolate Chips, Nutella®, Whipped Cream

**Beverages:**

Soft Drinks

Coffee

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19590  
DATE February 25, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Toucan Enterprises** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **PP #7** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	35' x 25'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,900.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	4/24/2019	Camping 2 Spaces	\$1,900.00
Second Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.  
\*\*Payments postmarked after the due date will be subject to a late fee of \$100

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Toucan Enterprises**  
12277 Apple Valley Road, #447  
Apple Valley, CA 92308

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Michael or Linda Davis

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: Michele A. Richards, VP, Business Development

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Toucan Enterprises**

Location/Space: Park Plaza #7

Agreement No: **19590**

Date: February 25, 2019

**Funnel Cakes:**

Powdered Sugar

Cinnamon & Powdered Sugar

Chocolate Chips & Powdered Sugar

Strawberries & Whipped Cream

Bavarian Cream, Chocolate & Whipped Cream

The Works! (Strawberries, Bavarian Cream, Chocolate Chips & Whipped Cream)

Banana Supreme (Bananas, Chocolate Syrup & Whipped Cream)

Caramel and Chocolate Turtle with Nuts & Whipped Cream

Nutella® & Powdered Sugar

**Extra Toppings:**

Strawberries, Bananas, Bavarian Cream, Chocolate Syrup, Chocolate Chips, Nutella®, Whipped Cream

**Beverages:**

Soft Drinks

Coffee

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19593  
DATE February 25, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Vartanian Concessions Management** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CW #8** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	15'x15'	Mobile Food - Carts	\$1,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

#### Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Vartanian Concessions Management**  
39517 Cedarwood Drive  
Murrieta, CA 92563

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Stephen Vartanian**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Vartanian Concessions Management**

Location/Space: Centennial Way #8

Agreement No: **19593**

Date: February 25, 2019

Churros

Churro Family Deal – Buy 3 Get 1 Free

**Frozen Treats**

Bomb Pops®

Frozen Lemonade–Strawberry or Lemon

Organic Frozen Juice Cups

Frozen Crème Pies

**Beverages**

Bottled Water

Bottled Soft Drinks

Bottled Iced Tea

Bottled Lemonade

Bottled Sports Drinks

Bottled Energy Drinks

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19594  
DATE February 25, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Vartanian Concessions Management** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **FS #8** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	15'x15'	Mobile Food - Carts	\$1,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Vartanian Concessions Management**  
39517 Cedarwood Drive  
Murrieta, CA 92563

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Stephen Vartanian**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Vartanian Concessions Management**

Location/Space: Fair Square #8

Agreement No: **19594**

Date: February 25, 2019

Churros

Churro Family Deal – Buy 3 Get 1 Free

**Frozen Treats**

Bomb Pops®

Frozen Lemonade–Strawberry or Lemon

Organic Frozen Juice Cups

Frozen Crème Pies

**Beverages**

Bottled Water

Bottled Soft Drinks

Bottled Iced Tea

Bottled Lemonade

Bottled Sports Drinks

Bottled Energy Drinks

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19595  
DATE February 25, 2019

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Vartanian Concessions Management** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **LL #26** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	15'x20'	Mobile Food - Carts	\$1,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Vartanian Concessions Management**  
39517 Cedarwood Drive  
Murrieta, CA 92563

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Stephen Vartanian**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Vartanian Concessions Management**

Location/Space: Livestock Lane #26

Agreement No: **19595**

Date: February 25, 2019

Churros

Churro Family Deal – Buy 3 Get 1 Free

**Frozen Treats**

Bomb Pops®

Frozen Lemonade–Strawberry or Lemon

Organic Frozen Juice Cups

Frozen Crème Pies

Dole Whip Cup

Dole Whip Float

**Beverages**

Bottled Water

Bottled Soft Drinks

Bottled Iced Tea

Bottled Lemonade

Bottled Sports Drinks

Bottled Energy Drinks



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **19596**  
DATE **February 25, 2019**

## CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Vartanian Concessions Management** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MM #25** (the "Premises").

### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
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4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	15'x15'	Mobile Food - Carts	\$1,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

### **Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Vartanian Concessions Management**  
39517 Cedarwood Drive  
Murrieta, CA 92563

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Stephen Vartanian**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Vartanian Concessions Management**

Location/Space: Main Mall #25

Agreement No: **19596**

Date: February 25, 2019

Churros

Churro Family Deal – Buy 3 Get 1 Free

**Frozen Treats**

Bomb Pops®

Frozen Lemonade–Strawberry or Lemon

Organic Frozen Juice Cups

Frozen Crème Pies

**Beverages**

Bottled Water

Bottled Soft Drinks

Bottled Iced Tea

Bottled Lemonade

Bottled Sports Drinks

Bottled Energy Drinks

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19592  
DATE February 25, 2019

### CONCESSION RENTAL AGREEMENT

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Vartanian Concessions Management** (the "Renter") (the "Agreement").  
Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

#### RECITALS

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **MW #1** (the "Premises").

#### AGREEMENT

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	15'x15'	Mobile Food - Carts	\$1,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

#### Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Vartanian Concessions Management**  
39517 Cedarwood Drive  
Murrieta, CA 92563

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Stephen Vartanian**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Vartanian Concessions Management**

Location/Space: Memorial Way #1

Agreement No: **19592**

Date: February 25, 2019

Churros

Churro Family Deal – Buy 3 Get 1 Free

**Frozen Treats**

Bomb Pops®

Frozen Lemonade–Strawberry or Lemon

Organic Frozen Juice Cups

Frozen Crème Pies

**Beverages**

Bottled Water

Bottled Soft Drinks

Bottled Iced Tea

Bottled Lemonade

Bottled Sports Drinks

Bottled Energy Drinks

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 19597  
DATE February 25, 2019

**CONCESSION  
RENTAL AGREEMENT**

This agreement is entered into by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Working to Give dba Fabe's** (the "Renter") (the "Agreement").

Association and Renter are sometimes collectively referred to in this Agreement as the "Parties."

**RECITALS**

1. Renter desires to secure from the Association certain rights and privileges and to obtain permission from Association to use Association premises located at 88 Fair Drive, Costa Mesa, California 92626 (the "Fairgrounds") for only the dates as follows: **7/1/2019-8/16/2019 MONDAYS & TUESDAYS DARK DURING FAIR**
2. NOW, THEREFORE, Association hereby grants to Renter the right to **occupy the space(s) described below** at the Fairgrounds for the purpose set forth in this Agreement, subject to the terms and conditions of this Agreement: **CM #3** (the "Premises").

**AGREEMENT**

1. The term of this Agreement shall be from **7/1/2019 to 8/16/2019**, (the "Term") Mondays and Tuesdays Dark During Fair. The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.
2. Camping space at the Fairgrounds is limited and Association does not guarantee camping space for Renter. Camping space will be assigned on an Association determined operations based, priority need basis. Renters interested in camping space must complete the Camping Space Application, which is available at the Association office.
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair. If Renter serves soft drinks at the Fairgrounds, Renter shall participate in the Association's OC Fair Refillable Cup Program.
5. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Guaranteed Payment	36' x 13'	Mobile Food - Trailer	\$2,500.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:  
**Guarantee against 25% of Gross Sales (net of sales tax), whichever is greater. Payment of Guarantee is not required in advance of Fair. If Guarantee exceeds 25% of Gross Sales, applicable total to be collected at Final Payment.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Terms</u>	<u>Amount</u>
First Payment	8/02/2019	25% of Gross Sales from 7/12-7/28/2019	Payment Calculation
Final Payment	8/12/2019	Greater of 25% of Gross Sales from 7/31-8/11/2019 or Guarantee balance	Payment Calculation

\*Final payment subject to OC Fair audit and adjustment if applicable.

**Signed Rental Agreement and Certificate of Insurance are due on or before April 24, 2019.**

7. Association shall have the right to audit and monitor any and all sales as well as access to the Fairgrounds.
8. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the Association, and their respective agents, directors, and employees (collectively "OCFEC") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Renter be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Renter, or any of its employees or agents.)
9. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
10. Renter further agrees that Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter any permits issued to Renter or Renter's employees under this Agreement.
11. The Parties understand and agree that this Agreement, including the privileges granted under this Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association, which consent may be withheld by the Association in its sole and exclusive discretion.
12. The Parties understand and agree that that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, and that no oral understanding or agreements not incorporated in this Agreement and no alterations or variations of the terms of this Agreement, unless made in writing and signed by the Parties, shall be binding upon either of the Parties.
13. The Rules and Regulations included attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply, unless amended under Section 12 of this Agreement.
14. In the event Renter fails to comply in any respect with the terms of this Agreement, including the Rules and Regulations referred to above, all payments for the Premises shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the Premises in any manner deemed by Association to be in the best interests of Association.
15. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space & Concessions Program Handbook, which is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
16. 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.

This agreement has been **executed in triplicate**, by and on behalf of the Parties, the day and year last below signed.

**Working to Give dba Fabe's**  
**7343 El Camino Real, PMB #326**  
**Atascadero, CA 93422**

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

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Matthew Holguin**

By \_\_\_\_\_ DATE \_\_\_\_\_  
Title: **Michele A. Richards, VP, Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**



**Working to Give dba Fabe's**

Location/Space: Country Meadows #3

Agreement No: **19597**

Date: February 25, 2019

**Gelato**

1 Flavor Cup (6 oz.)

2 Flavors Cup (9 oz.)

3 Flavors Cup (12 oz.)

Lemon Italian Ice

Milkshakes (20 oz. mug included)

**Churros**

Flavored Churros

Gourmet Churros

Churro & Gelato Ice Cream Sandwich

**Beverages**

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **IMFO-05-19**  
DATE **February 25, 2019**

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Cardinali Family Concessions** (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 for only the dates as follows: **April 11-14, 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: **Livestock Lane-30' x 10'**
3. Availability of camping space is very limited. It is the intent of the OC Fair & Event Center to accommodate all vendors that camped at the prior Imaginology. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires must serve **Pepsi** products only.
5. All concessionaires agree to participate in special promotions as scheduled during Imaginology
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Livestock Lane	30' x 10'	Mobile Food- Trailer	\$500.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Final Payment	03/18/2019	\$500.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the Final Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 last below signed.

**Cardinali Family Concessions**  
**1821 Dion Drive**  
**Lake Havasu City, AZ 86404**

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

By \_\_\_\_\_  
**Title: Tamee Verdone**

By \_\_\_\_\_  
**Title: Michele Richards, V.P. Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Cardinali Family Concessions**

Location/Space: Livestock Lane 30' x 10'

Agreement No: **IMFO-05-19**

Date: February 25, 2019

Hamburger	\$ 8.00
Cheeseburger	\$ 9.00
Pulled Pork Sandwich	\$10.00
Chicken Tenders and Fries	\$10.00
Chicken Sandwich	\$ 8.00
French Fries	\$ 5.00-\$9.00
Combo Meals	\$11.00
Fresh Lemonade/Soft Drinks	\$ 4.00
Bottled Water	\$ 2.00

**Pepsi:**

**All canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.**

**Bottled Water:**

**Exception – Pepsi bottled water products are not required. Bottled water may be any brand.**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **IMFO-06-19**  
DATE **February 19, 2019**

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Cathy's Cookies** (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 for only the dates as follows: **April 11-14, 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: **Main Mall - 30' x 10'**
3. Availability of camping space is very limited. It is the intent of the OC Fair & Event Center to accommodate all vendors that camped at the prior Imaginology. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires must serve **Pepsi** products only.
5. All concessionaires agree to participate in special promotions as scheduled during Imaginology
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Main Mall	30' x 10'	Mobile Food- Trailer	\$500.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Final Payment	03/18/2019	\$500.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the Final Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 last below signed.

**Cathy's Cookies**  
**700 Lido Park Drive, #9**  
**Newport Beach, CA 92663**

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

By \_\_\_\_\_  
**Title: Cathy Johnson, Owner**

By \_\_\_\_\_  
**Title: Michele Richards, V.P. Business Development**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Cathy's Cookies**

Location/Space: Main Mall 30' x 10'

Agreement No: **IMFO-06-19**

Date: February 19, 2019

Chocolate Chip Cookies:

    Bucket - \$20.00

    Sleeve - \$10.00

Cookie Sundae-\$10.00

Milk - \$3.00

Coffee - \$3.00

Hot Chocolate - \$3.00

Soft Drinks - \$3.00

Bottled Water – \$3.00

**Pepsi:**

**All canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.**

**Bottled Water:**

**Exception – Pepsi bottled water products are not required. Bottled water may be any brand.**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **IMFO-15-19**  
DATE **February 19, 2019**

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Tacos Manuel** (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 for only the dates as follows: **April 13-14, 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: **Crafter's Village - 10' x 10'**
3. Availability of camping space is very limited. It is the intent of the OC Fair & Event Center to accommodate all vendors that camped at the prior Imaginology. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires must serve **Pepsi** products only.
5. All concessionaires agree to participate in special promotions as scheduled during Imaginology
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Crafter's Village	10' x 10'	Mobile Food- Trailer	\$200.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Final Payment	03/18/2019	\$200.00
	Total:	\$200.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the Final Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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.

**Tacos Manuel**  
**1741 W. Ligan Lane**  
**Santa Ana, CA 92704**

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

By \_\_\_\_\_  
**Title: Juan Manuel Zaragoza, Owner**

By \_\_\_\_\_  
**Title: Michele Richards, V.P. Business Development**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within 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. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter 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 Renter shall not include the Carnival and the Carnival Area.
7. Renter 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 Renter 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 Renter'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 Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to 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. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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 Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
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. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that 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. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
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 Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**Tacos Manuel**

Location/Space: Crafter's Village 10' x 10'

Agreement No: **IMFO-15-19**

Date: February 19, 2019

Tacos  
Quesadillas  
Mulitas

**Pepsi:**

**All canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.**

**Bottled Water:**

**Exception – Pepsi bottled water products are not required. Bottled water may be any brand.**

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **The Deli Doctor** 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 13, 2019 to April 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:

**The Deli Doctor**

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

**\$200.00**

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 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: **The Commercial & Concessions Rules & Regulations Handbook, available online at ocfair.com, 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 Commercial & Concessions Rules & Regulations Handbook and agrees to abide by said Policies and Procedures.**

14.

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

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

**The Deli Doctor**  
**9626 W. Olympic Boulevard, Unit #4**  
**Beverly Hills, CA 90212**

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

By\_\_\_\_\_

By\_\_\_\_\_

**Title: Yana Koven**

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

## 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 cause 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 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 of 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.**

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

**During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**

**AGREEMENT: IMFT-03-19**  
**DATED: February 19, 2019**  
**WITH: The Deli Doctor**  
**PHONE: (310) 321-8714**  
**EMAIL: thedelidoctor@gmail.com**

**EXHIBIT "A"**

**DATE(S) OF CONTRACT: April 13, 2019 - April 14, 2019**

**RENTOR AGREES:**

- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due by Friday, March 22, 2019.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair & Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved **Pepsi** products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- Pepsi bottled water products are not required. Bottled water may be any brand.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. **Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
2019 Imaginology	April 13 - 14	10:00 AM -5:00 PM	\$100.00 per Day

**\*REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~Sellers Permit Number

**Payment Due: 3/22/19 \$200.00**