

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

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
19702	Automobile Club of Southern California	Roadside Assistance Membership Sales; Auto/Home/Boat/Life Insurance-Lead Generating Only	Parade of Products	7/01/2019-8/13/2019	10' x 15'	\$15,000.00
19705	Cigma, Inc.	Clipless Curling and Flat Irons; Infini Sonic Device Skin Tool; Hi-Dow Massager; Magnetic Jewelry;	Carnival of Products, Festival of Products	7/01/2019-8/13/2019	10x8; 16x10; 20x10; 20x10	\$64,000.00
19708	DISH Network	Dish Network TV Services; DISH Video Service, DISH Internet Service; Hopper & Joey DVRs; Tailgater & Pathway X2 - portable satellite antennas, HopperGo	Carnival of Products	7/01/2019-8/13/2019	20' x 8'	\$16,000.00
19710	Encore Ginal Inc.	Versha Paris: Hair Straightner, Curling Irons, Hair Extensions, Shampoos, Conditioner; Wooden Cell Phone Cases, Chargers, Screen Protectors, Bluetooth Headphones; JELESSI Light Therapy Skin Tools	Carnival of Products; Carnival of Products	7/01/2019-8/13/2019	16' x 10'; 10' x 8'; 10'x8'; 10'x8'	\$60,000.00
19711	Euroshine USA, Inc.	Euro Scooters	Parade of Products	7/01/2019-8/13/2019	10' X 15'	\$15,000.00
19721	Reborn Cabinets, Inc.	Kitchen & bathroom remodeling service	Carnival of Products	7/01/2019-8/13/2019	20x8	\$16,000.00
19724	Resort Vacations, Inc.	Vacation Ownership - Lead Generating Only	Blue Gate; Family Fair Way	7/01/2019-8/13/2019	20' x 10'; 15'x10'	\$15,000.00
19728	Soleil Communications, Inc., a wholly-owned subsidiary of Welk Resort Group,	Promotion of Welk Resort Properties - Lead Generating Only	Livestock Lane; Country	7/01/2019-8/13/2019	20'x10';10'x10';20'x10' 0';30'x5';20'x10'	\$75,000.00
19730	Sprint/United Management Company	Sprint Wireless Plans, Cell Phones, Cell Phone Accessories	Carnival of Products	7/01/2019-8/13/2019	20' x 8'	\$16,000.00
19733	Vector Marketing Corporation dba Cutco Cookware	Cutco Products: Cutlery, Culinary Tools, Cookware, Flatware, Sporting Knives, BBQ & Garden Tools, Scissors and Accessories	Carnival of Products	7/01/2019-8/13/2019	16' x 10'	\$16,000.00

REVIEWED _____
APPROVED _____

AGREEMENT NO. **19702**
DATE **April 4, 2019**
Revised April 4, 2019

PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
Automobile Club of Southern California (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: **7/01/2019-8/13/2019 CLOSED MONDAYS & TUESDAYS.**
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: **POP #16**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	10' x 15'	Platinum Corner	\$15,000.00

5. 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>
First Payment	4/23/2019	\$7,500.00
Final Payment	5/23/2019	\$7,500.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$15,000.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations 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.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special 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.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Automobile Club of Southern California
3333 Fairview Road, A153
Costa Mesa, CA 92626

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

By _____
Title: **Diana Masur, Marketing**

By _____
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.

Automobile Club of Southern California

Location/Space: Parade of Products #16

Agreement No: **19702**

Date: April 4, 2019

Auto Club Membership Sales

Lead Generating Only:

Auto/Home/Watercraft/Life Insurance

Credit Card Applications

ID Theft Member Sign-ups



EXHIBIT A

AGREEMENT NO. 19702

Revised April 4, 2019

Renter:

Automobile Club of Southern California

Seller's Permit Number: 12-058123

Taxpayer ID Number: 95-0514585

3333 Fairview Road, A153

Costa Mesa, CA 92626

(714) 885-2081

Diana Masur, Marketing

Space Description/Designation:

Parade of Products – POP #16 (10' x 15') – See Exhibit C for map location

Space Fee:

\$15,000

Term: July 1, 2019 – August 13, 2019

Renter agrees that space(s) shall be used only for the purpose as follows:

Auto Club Membership Sales; Auto/Home/Watercraft/Life Insurance, Credit Card Applications, ID Theft Member Sign-ups (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 12, 2019 – August 11, 2019 at the OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2019.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on April 12, 2019.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Automobile Club of Southern California outside of designated space(s).
 - i. To only provide sales and lead generation for the following services/products at the location(s) indicated below.
 1. Auto Club Membership Sales (product/service); POP #16 (location)
 2. Auto/Home/Watercraft/Life Insurance, Credit Card Applications, ID Theft Member Sign-ups (product/service); POP #16 (location) Lead Generation Only
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.

- c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2019 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each Saturday and Sunday of 2019 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2019 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
 9. To provide valid Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2019 OC Fair.

District (OC Fair) Agrees:

1. To provide 150 square feet of space located in Parade of Products (POP #16).
2. To provide three (3) 2019 OC Fair Photo Credentials per booth for working staff (three total photo credentials).
3. To provide two hundred and seven (207) 2019 OC Fair Working Credentials per booth for working staff (207 total working credentials).
4. To provide ten (10) 2019 OC Fair ("Offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2019 OC Fair "Lot F" Parking Hang Tag.
6. To provide one hundred (100) 2019 OC Fair General Admission Tickets (to be used for business development purposes).
7. To provide twenty (20) tickets to either Pacific Amphitheatre concerts (Terrace Level), Action Sports Arena events (Reserved Seating) or The Hangar concerts (Reserved Seating) - or a combination of twenty (20) tickets to a maximum of ten (10) performances (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) POP #16; decal to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) POP #16; signage to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) POP #16.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide general Platinum Partner Program banner ad (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 360,000 subscribers with a link to a detailed Platinum Partners list on the OC Fair website.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert during the 2019 OC Fair.
14. To provide recognition (pending production deadlines) on the shopping highlight sheet distributed on site during the 2019 OC Fair.

15. That any use of Renter's name, logos, symbols, trademarks and/or service marks (collectively, "AUTO CLUB/AAA Names and Marks") by Association in a manner not contemplated by this Agreement shall require the prior written approval of Renter. AUTO CLUB/AAA Names and Marks are the property of Renter and/or the American Automobile Association ("AAA") and upon expiration or cancellation of this Agreement, Association agrees to immediately discontinue the use of AUTO CLUB/AAA Names and Marks in any manner whatsoever and to surrender any material, if any, containing AUTO CLUB/AAA Names and Marks to Renter or AAA. During the term of this Agreement, Association shall use the AUTO CLUB/AAA Names and Marks only in conformance with the specifications set forth by Renter and/or AAA from time to time. It is expressly agreed between the parties that Renter and/or AAA retain full ownership of the AUTO CLUB/AAA Names and Marks and registrations thereof.
16. That all advertising elements prepared by Association or its agents that contains the AUTO CLUB/AAA Names and Marks shall require Renter's prior written approval.

Automobile Club of Southern California
3333 Fairview Road, A153
Costa Mesa, CA 92626

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

Diana Masur, Marketing

Michele A. Richards, VP, Business Development

REVIEWED _____
APPROVED _____

AGREEMENT NO. 19705
DATE March 19, 2019

PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Cigma, Inc.** (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: **7/01/2019-8/13/2019** CLOSED MONDAYS & TUESDAYS.
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: **CP #724; FP #216, #316; CP #607, #707; FP #407, #507**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Platinum Corner	\$ 8,000.00
Festival of Products	20' x 10'	Platinum Corner	\$20,000.00
Carnival of Products	16' x 10'	Platinum Corner	\$16,000.00
Festival of Products	20' x 10'	Platinum Corner	\$20,000.00

5. 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>
First Payment	4/05/2019	\$32,000.00
Final Payment	5/15/2019	\$32,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$64,000.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations 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.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special 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.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Cigma, Inc.
7248 Bellaire Avenue
North Hollywood, CA 91605

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

By _____
Title: **Yaron Lavian, Chief Executive Officer**

By _____
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.

Cigma, Inc.

Location/Space:

Agreement No: **19705**

Date: March 19, 2019

Carnival of Products #724

Clipless Curling and Flat Irons

Festival of Products #216, #316

Clipless Curling and Flat Irons

Infini Sonic Device Skin Tool

Carnival of Products #607, #707

Magnetic Jewelry

Festival of Products #407, #507

Hi-Dow Massager



EXHIBIT A

AGREEMENT NO. 19705

Renter:

Cigma, Inc.

Seller's Permit Number: 101-698571

Taxpayer ID Number: 27-4369798

7248 Bellaire Avenue

North Hollywood, CA 91605

(818) 441-3414

Yaron Lavian, Chief Executive Officer

Space Description:

Carnival of Products – CP #724 (10'x 8') - See Exhibit C for map location

Festival of Products – FP #216, #316 (20'x 10') - See Exhibit C for map location

Carnival of Products – CP #607, #707 (16'x 10') - See Exhibit C for map location

Festival of Products – FP #407, #507 (20'x 10') - See Exhibit C for map location

Space Fee:

\$64,000

Term: July 1, 2019 – August 13, 2019

Renter agrees that space(s) shall be used only for the purpose as follows:

Clipless Curling and Flat Irons; Infini Sonic Device Skin Tool; Magnetic Jewelry; Hi-Dow Massager

Renter Agrees:

1. To be a Platinum Partner from July 12, 2019 – August 11, 2019 at the OC Fair.
2. To provide payment in the sum of SIXTY-FOUR THOUSAND DOLLARS (\$64,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 15, 2019.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on April 12, 2019.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Cigma, Inc. outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Clipless Curling and Flat Irons (product/service); CP #724 (location)
 2. Clipless Curling, Flat Irons and Infini Sonic Device Skin Tool (product/service); FP #216, #316 (location)
 3. Magnetic Jewelry (product/service); CP #607, #707 (location)
 4. Hi-Dow Massager (product/service); FP #407, #507 (location)
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2019 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each Saturday and Sunday of 2019 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2019 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2019 OC Fair.

District (OC Fair) Agrees:

1. To provide:
 - a. 80 square feet of space located in Carnival of Products (CP #724).
 - b. 200 square feet of space located in Festival of Products (FP #216, #316).
 - c. 160 square feet of space located in Carnival of Products (CP #607, #707).
 - d. 200 square feet of space located in Festival of Products (FP #407, #507).
2. To provide ten (10) 2019 OC Fair Photo Credentials per booth for working staff (40 total photo credentials).
3. To provide forty-six (46) 2019 OC Fair Working Credentials per booth for working staff (184 total working credentials).
4. To provide ten (10) 2019 OC Fair (“Offsite”) Parking Hang Tags per booth for working staff (40 total hang tags).
5. To provide one (1) 2019 OC Fair “Lot F” Parking Hang Tag.
6. To provide one hundred (100) 2019 OC Fair General Admission Tickets (to be used for business development purposes).
7. To provide twenty (20) tickets to either Pacific Amphitheatre concerts (Terrace Level), Action Sports Arena events (Reserved Seating) or The Hangar concerts (Reserved Seating) - or a combination of twenty (20) tickets to a maximum of ten (10) performances (pre-order deadlines & availability apply).
8. To provide one (1) 36” round, branded floor decal to display in front of booth(s) CP #724; FP #216, #316; CP #607, #707; FP #407, #507 decal to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
9. To provide one (1) 4’x2’ branded sign to display over booth(s) CP #724; FP #216, #316; CP #607, #707; FP #407, #507 signage to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #724; FP #216, # 316; CP #607, #707; FP #407, #507.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide general Platinum Partner Program banner ad (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 360,000 subscribers with a link to a detailed Platinum Partners list on the OC Fair website.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert during the 2019 OC Fair.
To provide recognition (pending production deadlines) on the shopping highlight sheet distributed on site during the 2019 OC Fair.

Cigma, Inc.
7248 Bellaire Avenue
North Hollywood, CA 91605

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

Yaron Lavian, Chief Executive Officer

Michele A. Richards, VP, Business Development

REVIEWED _____
APPROVED _____

AGREEMENT NO. 19708
DATE March 19, 2019

PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **DISH Network** (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: **7/01/2019-8/13/2019 CLOSED MONDAYS & TUESDAYS.**
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: **CP #301, #302**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	20' x 8'	Platinum Corner	\$16,000.00

5. 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>
First Payment	4/05/2019	\$ 8,000.00
Final Payment	5/15/2019	\$ 8,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$16,000.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations 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.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special 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.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

DISH Network
9601 S. Meridian Boulevard
Englewood, CO 80112

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

By _____
Title: Amir Ahmed, SVP, Indirect Sales

By _____
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.

DISH Network

Location/Space: Carnival of Products #301, #302

Agreement No: **19708**

Date: March 19, 2019

DISH Network:

Video Service

Internet Service

Hopper & Joey DVRs

Pathway and Tailgater Portable Satellites

Smart Home Products

HopperGos

Sling Adaptor

AirTV

Lead Generating Only



EXHIBIT A

AGREEMENT NO. 19708

Renter:

DISH Network

Seller's Permit Number: N/A

Taxpayer ID Number: 101-343379

9601 S. Meridian Boulevard

Englewood, CO 80112

(303) 723-1759

Amir Ahmed, SVP, Indirect Sales

Space Description

Carnival of Products – CP #301, #302 (20'x8') – See Exhibit C for map location

Space Fee:

\$16,000

Term: July 1, 2019 – August 13, 2019

Renter agrees that space(s) shall be used only for the purpose as follows:

DISH Video Service, DISH Internet Service, Hopper & Joey DVRs; Pathway and Tailgater Portable Satellites, Smart Home Products, HopperGos, Sling Adaptor, AirTV (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 12, 2019 – August 11, 2019 at the OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 15, 2019.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on April 12, 2019.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote DISH Network outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. DISH Video Service, DISH Internet Service, Hopper & Joey DVRs, Pathway and Tailgater Portable Satellites, Smart Home Products, HopperGos, Sling Adaptor, AirTV (product/service); CP #301, #302 (location)
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2019 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each Saturday and Sunday of 2019 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2019 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To abide by all Cal/OSHA policies while accessing roof for satellite/cable installment.
9. To provide necessary equipment required to access Carnival of Products Building (#10) roof.
10. To coordinate with the District, and receive approval from the District prior to installation and removal.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
12. To provide valid Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during or following the 2019 OC Fair.

District (OC Fair) Agrees:

1. To provide 160 square feet of space located in Carnival of Products (CP #301, #302).
2. To provide ten (10) 2019 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2019 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2019 OC Fair (“Offsite”) Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2019 OC Fair “Lot F” Parking Hang Tag.
6. To provide one hundred (100) 2019 OC Fair General Admission Tickets (to be used for business development purposes).
7. To provide twenty (20) tickets to either Pacific Amphitheatre concerts (Terrace Level), Action Sports Arena events (Reserved Seating) or The Hangar concerts (Reserved Seating) - or a combination of twenty (20) tickets to a maximum of ten (10) performances (pre-order deadlines & availability apply).
8. To provide one (1) 36” round, branded floor decal to display in front of booth(s) CP #301, #302; decal to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
9. To provide one (1) 4’x2’ branded sign to display over booth(s) CP #301, #302; signage to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #301, #302.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide general Platinum Partner Program banner ad (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 360,000 subscribers with a link to a detailed Platinum Partners list on the OC Fair website.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert during the 2019 OC Fair.
14. To provide recognition (pending production deadlines) on the shopping highlight sheet distributed on site during the 2019 OC Fair.

DISH Network
9601 S. Meridian Boulevard
Englewood, CO 80112

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

REVIEWED _____
APPROVED _____

AGREEMENT NO. **19710**
DATE **April 3, 2019**

PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Encore Ginal, Inc.** (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: **7/01/2019-8/13/2019** CLOSED MONDAYS & TUESDAYS.
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: **CP #408, #508; CP #316; CP #524; CP #626; FP #301, #302**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	16' x 10'	Platinum Corner	\$16,000.00
Carnival of Products	10' x 8'	Platinum Corner	\$ 8,000.00
Carnival of Products	10' x 8'	Platinum Corner	\$ 8,000.00
Carnival of Products	10' x 8'	Platinum Corner	\$ 8,000.00
Festival of Products	20' x 10'	Platinum Corner	\$20,000.00

5. 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>
First Payment	4/23/2019	\$30,000.00
Final Payment	5/23/2019	\$30,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$60,000.00</u>

Signed Rental Agreement and Certificate of Insurance are due on or before the Payment due date.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations 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.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special 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.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Encore Ginal, Inc.
1050 Calle Amanecer, Suite #C
San Clemente, CA 92653

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

By _____
Title: **Erkan Gino Tantekin, Owner**

By _____
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.

Encore Ginal, Inc.

Location/Space: Carnival of Products #408, #508;
Carnival of Products #316

Agreement No: **19710**

Date: April 3, 2019

Versha Paris:

Hair Straighteners
Curling Irons
Hair Extensions
Shampoo
Conditioner

Location/Space: Carnival of Products #524

Wooden Cell Phone Cases
Case Chargers
Solar Chargers
Screen Protectors
Bluetooth Headphones

Location/Space: Carnival of Products #626
Festival of Products #301, #302

JELESSI Light Therapy Skin Tools
Venofye Skin Solutions



EXHIBIT A

AGREEMENT NO. 19710

Renter:

Encore Ginal, Inc.

Seller's Permit Number: 102-156248

Taxpayer ID Number: 45-3688096

1050 Calle Amanecer, Suite #C

San Clemente, CA 92653

(949) 293-0895

Erkan Gino Tantekin, Owner

Space Description/Designation:

Carnival of Products – CP #408, #508 (16'x10') – See Exhibit C for map location

Carnival of Products – CP #524 (10'x8') – See Exhibit C for map location

Carnival of Products – CP #316 (10'x8') – See Exhibit C for map location

Carnival of Products – CP #626 (10'x8') – See Exhibit C for map location

Carnival of Products – CP #626 (10'x8') – See Exhibit C for map location

Festival of Products – FP #301, #302 (20'x10') – See Exhibit C for map location

Space Fee:

\$60,000

Term: July 1, 2019 – August 13, 2013

Renter agrees that space(s) shall be used only for the purpose as follows:

Versha Paris: Hair Straighteners, Curling Irons, Hair Extensions, Shampoo, Conditioner, Hair Care Products; Wooden Cell Phone Cases, Case Chargers, Solar Chargers, Screen Protectors, Bluetooth Headphones; JELESSI Light Therapy Skin Tools, Venofye Skin Solutions

Renter Agrees:

1. To be a Platinum Partner from July 12, 2019 – August 11, 2019 at the OC Fair.
2. To provide payment in the sum of SIXTY THOUSAND DOLLARS (\$60,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment was made in full May 23, 2019.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on April 12, 2019.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Encore Ginal, Inc. outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Versha Paris: Hair Straighteners, Curling Irons, Hair Extensions, Shampoo, Conditioner (product/service); CP #408 & #508; CP #316 (location)
 2. Wooden Cell Phone Cases, Case Chargers, Solar Chargers, Screen Protectors, Bluetooth Headphones (product/service); CP #524 (location)
 3. JELESSI Light Therapy Skin Tools, Venofye Skin Solutions (product/service); CP #626; FP #301, #302 (location)

- b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2019 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each Saturday and Sunday of 2019 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2019 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
 9. To provide valid Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2019 OC Fair.

District (OC Fair) Agrees:

1. To provide:
 - a. 160 square feet of space located in Carnival of Products (CP #408, #508).
 - b. 80 square feet of space located in Carnival of Products (CP #316).
 - c. 80 square feet of space located in Carnival of Products (CP #524).
 - d. 80 square feet of space located in Carnival of Products (CP #626).
 - e. 200 square feet of space located in Festival of Products (FP #301, #302).
2. To provide ten (10) 2019 OC Fair Photo Credentials per booth for working staff (50 total photo credentials).
3. To provide forty-six (46) 2019 OC Fair Working Credentials per booth for working staff (230 total working credentials).
4. To provide ten (10) 2019 OC Fair ("Offsite") Parking Hang Tags per booth for working staff (50 total hang tags).
5. To provide one (1) 2019 OC Fair "Lot F" Parking Hang Tag.
6. To provide one hundred (100) 2019 OC Fair General Admission Tickets (to be used for business development purposes).
7. To provide twenty (20) tickets to either Pacific Amphitheatre concerts (Terrace Level), Action Sports Arena events (Reserved Seating) or The Hangar concerts (Reserved Seating) - or a combination of twenty (20) tickets to a maximum of ten (10) performances (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #408, #508, CP #316, CP #524, CP #626 & FP #301, #302; decal to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #408, #508, CP #316, CP #524, CP #626 & FP #301, #302; signage to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #408, #508, CP #316, CP #524, CP #626 & FP #301, 302.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide general Platinum Partner Program banner ad (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 360,000 subscribers with a link to a detailed Platinum Partners list on the OC Fair website.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert during the 2019 OC Fair.

14. To provide recognition (pending production deadlines) on the shopping highlight sheet distributed on site during the 2019 OC Fair.

Encore Ginal, Inc.
1050 Calle Amanecer, Suite #C
San Clemente, CA 92653

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

Erkan Gino Tantekin, Owner

Michele A. Richards, VP, Business Development

REVIEWED _____
APPROVED _____

AGREEMENT NO. 19711
DATE April 3, 2019

PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Euroshine USA, Inc. (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: **7/01/2019-8/13/2019** CLOSED MONDAYS & TUESDAYS.
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: **POP #8**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	10' X 15'	Platinum Corner	\$15,000.00

5. 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>
First Payment	4/23/2019	\$7,500.00
Final Payment	5/23/2019	\$7,500.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$15,000.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations 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.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special 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.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Euroshine USA, Inc.
13359 Chambord Street
Brooksville, FL 34613

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

By _____
Title: Ingo Vanstyn, President

By _____
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.

Euroshine USA, Inc.

Location/Space: Parade of Products #8

Agreement No: **19711**

Date: April 3, 2019

Euro Scooters:

Models: Gen II, Gen III and Folding Micro Mini

Demonstrations must be confined to 10'x15' exhibit space only, whether operated by staff or customers.



EXHIBIT A

AGREEMENT NO. 19711

Renter:

Euroshine USA, Inc.

Seller's Permit Number: 101-326677

Taxpayer ID Number: 59-3505915

13359 Chambord Street

Brooksville, FL 34613

(352) 596-4555

Ingo Vanstyn, President

Space Description/Designation:

Parade of Products – POP #8 (10'x15') - See Exhibit C for map location

Space Fee:

\$15,000

Term: July 1, 2019 – August 13, 2019

Renter agrees that space(s) shall be used only for the purpose as follows:

Euro Scooter Models: Gen II, Gen III and Folding Micro Mini

(Demonstrations must be confined to 10'x15' exhibit space only, whether operated by staff or customers.)

Renter Agrees:

1. To be a Platinum Partner from July 12, 2019 – August 11, 2019 at the OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2019.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on April 12, 2019.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Euroshine USA, Inc. outside of designated space(s).
 - i. To sell only the following services/products at the location(s) indicated below.
 1. Euro Scooters Models: Gen II, Gen III and Folding Micro Mini (product/service); POP #8 (location)
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2019 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each Saturday and Sunday of 2019 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2019 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide valid Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2019 OC Fair.

District (OC Fair) Agrees:

1. To provide 150 square feet of space located in Parade of Products (POP #8).
2. To provide ten (10) 2019 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2019 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2019 OC Fair (“Offsite”) Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2019 OC Fair “Lot F” Parking Hang Tag.
6. To provide one hundred (100) 2019 OC Fair General Admission Tickets (to be used for business development purposes).
7. To provide twenty (20) tickets to either Pacific Amphitheatre concerts (Terrace Level), Action Sports Arena events (Reserved Seating) or The Hangar concerts (Reserved Seating) - or a combination of twenty (20) tickets to a maximum of ten (10) performances (pre-order deadlines & availability apply).
8. To provide one (1) 36” round, branded floor decal to display in front of booth(s) POP #8; decal to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
9. To provide one (1) 4’x2’ branded sign to display over booth(s) POP #8; signage to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) POP #8.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide general Platinum Partner Program banner ad (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 360,000 subscribers with a link to a detailed Platinum Partners list on the OC Fair website.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert during the 2019 OC Fair.
14. To provide recognition (pending production deadlines) on the shopping highlight sheet distributed on site during the 2019 OC Fair.

Euroshine USA, Inc.
13359 Chambord Street
Brooksville, FL 34613

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

Ingo Van Styn, President

Michele A. Richards, VP, Business Development

REVIEWED _____
APPROVED _____

AGREEMENT NO. 19721
DATE March 19, 2019

PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Reborn Cabinets, Inc.** (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: **7/01/2019-8/13/2019** CLOSED MONDAYS & TUESDAYS.
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: **CP #601, #602**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	20' x 8'	Platinum Corner	\$16,000.00

5. 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>
First Payment	4/05/2019	\$8,000.00
Final Payment	5/15/2019	\$8,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$16,000.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations 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.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special 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.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Reborn Cabinets, Inc.
2981 E. La Palma Avenue
Anaheim, CA 92806

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

By _____
Title: Edna Lozano, Marketing Manager

By _____
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.

Reborn Cabinets, Inc.

Location/Space: Carnival of Products #601, #602

Agreement No: **19721**

Date: March 19, 2019

Kitchen and Bath Remodeling Service

Lead Generating Only



EXHIBIT A

AGREEMENT NO. 19721

Renter:

Reborn Cabinets, Inc.

Seller's Permit Number: N/A

Taxpayer ID Number: 95-3855709

2981 E. La Palma Avenue

Anaheim, CA 92806

(714) 678-2365

Edna Lozano, Marketing Manager

Space Description/Designation:

Carnival of Products – CP #601, #602 (20'x8') – See Exhibit C for map location

Space Fee:

\$16,000

Term: July 1, 2019 – August 13, 2019

Renter agrees that space(s) shall be used only for the purpose as follows:

Kitchen and Bath Remodeling Service (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 12, 2019 – August 11, 2019 at the OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 15, 2019.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on April 12, 2019.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Reborn Cabinets, Inc. outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. Kitchen and Bath Remodeling Service (product/service) CP #601, #602 (location)
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2019 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each Saturday and Sunday of 2019 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2019 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide valid Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2019 OC Fair.

District (OC Fair) Agrees:

1. To provide 160 square feet of space located in Carnival of Products (CP #601, #602).
2. To provide ten (10) 2019 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2019 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2019 OC Fair (“Offsite”) Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2019 OC Fair “Lot F” Parking Hang Tag.
6. To provide one hundred (100) 2019 OC Fair General Admission Tickets (to be used for business development purposes).
7. To provide twenty (20) tickets to either Pacific Amphitheatre concerts (Terrace Level), Action Sports Arena events (Reserved Seating) or The Hangar concerts (Reserved Seating) - or a combination of twenty (20) tickets to a maximum of ten (10) performances (pre-order deadlines & availability apply).
8. To provide one (1) 36” round, branded floor decal to display in front of booth(s) CP #601, #602; decal to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
9. To provide one (1) 4’x2’ branded sign to display over booth(s) CP #601, #602; signage to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #601, #602.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide general Platinum Partner Program banner ad (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 360,000 subscribers with a link to a detailed Platinum Partners list on the OC Fair website.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert during the 2019 OC Fair.
14. To provide recognition (pending production deadlines) on the shopping highlight sheet distributed on site during the 2019 OC Fair.

Reborn Cabinets, Inc.
2981 E. La Palma Avenue
Anaheim, CA 92806

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

Edna Lozano, Marketing Manager

Michele A. Richards, VP, Business Development

REVIEWED _____
APPROVED _____

AGREEMENT NO. 19724
DATE March 26, 2019

PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Resort Vacations, Inc.** (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: **7/1/2019-8/13/2019** CLOSED MONDAYS & TUESDAYS.
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: **FFW #2**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Family Fair Way	15'x 10'	Platinum Space	\$15,000.00

5. 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>
First Payment	4/23/2019	\$7,500.00
Final Payment	5/23/2019	\$7,500.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$15,000.00

Signed Rental Agreement and Certificate of Insurance are due on or before due date.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations 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.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special 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.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Resort Vacations, Inc.
17682 Mitchell North, Suite #100
Irvine, CA 92614

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

By _____
Title: Tim Michalec, Vice President of Marketing

By _____
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.

Resort Vacations, Inc.

Location/Space: Family Fair Way #2

Agreement No: **19724**

Date: March 26, 2019

Vacation Ownership

Lead Generating Only



EXHIBIT A

AGREEMENT NO. 19724

Renter:

Resort Vacations, Inc.

Seller's Permit Number: N/A

Taxpayer ID Number: 45-4918395

17682 Mitchell North, Suite #100

Irvine, CA 92614

(714) 361-3102

Tim Michalec, Vice President of Marketing

Space Description:

Family Fair Way – FFW #2 (15'x10') – See Exhibit C for map location

Space Fee:

\$15,000

Term: July 1, 2019 – August 13, 2019

Renter agrees that space(s) shall be used only for the purpose as follows:

Vacation Ownership (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 12, 2019 – August 11, 2019 at the OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2019.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on April 12, 2019.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Resort Vacations, Inc. outside of designated space(s).
 - i. Staff members may promote up to but no further than five (5) feet in front of designated space(s).
 - ii. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. Vacation Ownership (product/service); FFW #2 (location)
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2019 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each Saturday and Sunday of 2019 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2019 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2019 OC Fair.

District (OC Fair) Agrees:

1. To provide:
 - a. 150 square feet of space located at Family Fair Way (FFW #2).
2. To provide:
 - a. One (1) 15'x10' square foot canopy for the space located at Family Fair Way (FFW #2).
3. To provide ten (10) 2019 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
4. To provide forty-six (46) 2019 OC Fair Working Credentials per booth for working staff (46 total working credentials).
5. To provide ten (10) 2019 OC Fair ("Offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
6. To provide one (1) 2019 OC Fair "Lot F" Parking Hang Tag.
7. To provide one hundred (100) 2019 OC Fair General Admission Tickets (to be used for business development purposes).
8. To provide twenty (20) tickets to either Pacific Amphitheatre concerts (Terrace Level), Action Sports Arena events (Reserved Seating) or The Hangar concerts (Reserved Seating) - or a combination of twenty (20) tickets to a maximum of ten (10) performances (pre-order deadlines & availability apply).
9. To provide link to Renter website on applicable section of the OC Fair website.
10. To provide general Platinum Partner Program banner ad (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 360,000 subscribers with a link to a detailed Platinum Partners list on the OC Fair website.
11. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert during the 2019 OC Fair.
12. To provide recognition (pending production deadlines) on the shopping highlight sheet distributed on site during the 2019 OC Fair.

Resort Vacations, Inc.
 17682 Mitchell North, Suite #100
 Irvine, CA 92614

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

Tim Michalec, Vice President of Marketing

Michele A. Richards, VP, Business Development

REVIEWED _____
APPROVED _____

AGREEMENT NO. **19728**
DATE **March 28, 2019**

PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Soleil Communications, Inc., a wholly-owned subsidiary of Welk Resort Group, Inc.** (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: **7/01/2019-8/13/2019** CLOSED MONDAYS & TUESDAYS.
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:; **LL #29; FFW #23; FFW #3; CM #1; BG #1**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Livestock Lane	20' x 10'	Platinum Space	\$20,000.00
Family Fair Way	20' x 10'	Platinum Space	\$20,000.00
Family Fair Way	30' x 5'	Platinum Space	\$15,000.00
Country Meadows	10' x 10'	Platinum Space	\$10,000.00
Blue Gate	20' x 10'	Platinum Space	\$10,000.00

5. 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>
First Payment	4/23/2019	\$37,500.00
Final Payment	5/23/2019	\$37,500.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$75,000.00</u>

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem), 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.
8. Renter further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations 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.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special 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.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.
15. In the event that a portion of or the entire OC Fair is cancelled and not rescheduled, Association shall provide Renter with either a pro-rata refund of the sponsorship fee or comparable value by means of rescheduling, substitution, alternative performance or similar means.

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

Soleil Communications, Inc., a wholly-owned subsidiary of Welk Resort Group, Inc.
17332 Irvine Boulevard, Suite #140
Tustin, CA 92780

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

By _____
Title: Melissa Moody, Vice President, Business Analytics

By _____
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.

**Soleil Communications, Inc., a wholly-owned
subsidiary of Welk Resort Group, Inc.**

Agreement No: **19728**

Date: March 28, 2019

Location/Space: Livestock Lane #29; Family Fair Way #23;
Family Fair Way #3; Country Meadows #1;
Blue Gate #1

Promotion of Welk Resort Properties

Lead Generating Only



EXHIBIT A

AGREEMENT NO. 19728

Renter:

Soleil Communications, Inc., a wholly-owned subsidiary of Welk Resort Group, Inc.

Seller's Permit Number: N/A

Taxpayer ID Number: 04-3639946

17332 Irvine Boulevard, Suite #140

Tustin, CA 92780

(855) 455-9355

Melissa Moody, Vice President, Business Analytics

Space Description:

Livestock Lane – LL #29 (20'x10') – See Exhibit C for map location

Family Fair Way – FFW #23 (20'x10') – See Exhibit C for map location

Family Fair Way – FFW #3 (30'x5') – See Exhibit C for map location

Country Meadows – CM #1 (10'x10') – See Exhibit C for map location

Blue Gate – BG #1 (20'x10') – See Exhibit C for map location

Space Fee:

\$75,000

Term: July 1, 2019 – August 13, 2019

Renter agrees that space(s) shall be used only for the purpose as follows:

Promotion of Welk Resort Properties (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 12, 2019 – August 11, 2019 at the OC Fair.
2. To provide payment in the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2019.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on April 12, 2019.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Soleil Communications, Inc., a wholly-owned subsidiary of Welk Resort Group, Inc. outside of designated space(s).
 - i. Staff members may promote up to but no further than five (5) feet in front of designated space(s).
 - ii. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. Promotion of Welk Resorts Properties (product/service); LL #29, FFW #23, FFW #3, CM #1, BG #1 (location)
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.

- c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2019 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each Saturday and Sunday of 2019 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2019 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
 9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2019 OC Fair.

District (OC Fair) Agrees:

1. To provide:
 - a. 200 square feet of space located on Livestock Lane (LL #29).
 - b. 200 square feet of space located on Family Fair Way (FFW #23).
 - c. 150 square feet of space located on Family Fair Way (FFW #3).
 - d. 100 square feet of space located in Country Meadows (CM #1).
 - e. 200 square feet of space located at Blue Gate (BG #1).
2. To provide:
 - a. One (1) 20'x10' square foot canopy for space located on Livestock Lane (LL #29).
 - b. One (1) 20'x10' square foot canopy for space located on Family Fair Way (FFW #23).
 - c. One (1) 30'x5' square foot canopy for space located on Family Fair Way (FFW #3).
 - d. One (1) 10'x10' square foot canopy for space located in Country Meadows (CM #1).
 - e. One (1) 20'x10' square foot canopy for space located at Blue Gate (BG #1).
3. To provide ten (10) 2019 OC Fair Photo Credentials per booth for working staff (50 total photo credentials).
4. To provide forty-six (46) 2019 OC Fair Working Credentials per booth for working staff (230 total working credentials).
5. To provide ten (10) 2019 OC Fair ("Offsite") Parking Hang Tags per booth for working staff (50 total hang tags).
6. To provide one (1) 2019 OC Fair "Lot F" Parking Hang Tag.
7. To provide one hundred (100) 2019 OC Fair General Admission Tickets (to be used for business development purposes).
8. To provide twenty (20) tickets to either Pacific Amphitheatre concerts (Terrace Level), Action Sports Arena events (Reserved Seating) or The Hangar concerts (Reserved Seating) - or a combination of twenty (20) tickets to a maximum of ten (10) performances (pre-order deadlines & availability apply).
9. To provide link to Renter website on applicable section of the OC Fair website.
10. To provide general Platinum Partner Program banner ad (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 360,000 subscribers with a link to a detailed Platinum Partners list on the OC Fair website.
11. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert during the 2019 OC Fair.
12. To provide recognition (pending production deadlines) on the shopping highlight sheet distributed on site during the 2019 OC Fair.

13. In the event that the Site, or any portion thereof, shall be destroyed or damaged, prior to the commencement of the Occupation Period, by fire or other calamity so as to prevent the use of the Site for the Permitted Use, or if the Site cannot, at the commencement of the Occupation Period, be used for the Permitted Use due to strikes (other than strikes of Soleil Communications, Inc., a wholly-owned subsidiary of Welk Resort Group, Inc. employees), acts of God, national emergency, or other events beyond the control of either of the parties hereto, then either party may terminate this agreement by written notice to the other at no charge or liability to either party. In the event Soleil Communications, Inc., a wholly-owned subsidiary of Welk Resort Group, Inc. has made any payment to OCFEC, the payment shall be returned to Soleil Communications, Inc., a wholly-owned subsidiary of Welk Resort Group, Inc.

Soleil Communications, Inc., a wholly-owned
Subsidiary of Welk Resort Group, Inc.
17332 Irvine Boulevard, Suite #140
Tustin, CA 92780

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

Melissa Moody, Vice President,
Business Analytics

Michele A. Richards, VP, Business Development

REVIEWED _____
APPROVED _____

AGREEMENT NO. 19730
DATE March 28, 2019

PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
Sprint/United Management Company (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: **7/01/2019-8/13/2019** CLOSED MONDAYS & TUESDAYS.
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: **CP #701, #702**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	20' x 8'	Platinum Corner	\$16,000.00

5. 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>
First Payment	4/23/2019	\$8,000.00
Final Payment	5/23/2019	\$8,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$16,000.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

6. Association shall have the right to ~~audit and monitor any and all sales as well as access to~~ the premises for any reasonable purpose.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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 by Renter of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations 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.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special 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.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Sprint/United Management Company
6591 Irvine Center Drive, Suite #100
Irvine, CA 92618

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

By _____
Title: Karina Garcia, Regional Marketing Manager

By _____
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.

Sprint/United Management Company

Location/Space: Carnival of Products #701, #702

Agreement No: **19730**

Date: March 28, 2019

Sprint Wireless Plans
Cell Phone
Cell Phone Accessories



EXHIBIT A

AGREEMENT NO. 19730

Renter:

Sprint/United Management Company

Seller's Permit Number: N/A

Taxpayer ID Number: 48-1077227

6591 Irvine Center Drive, Suite #100

Irvine, CA 92618

(949) 872-6237

Karina Garcia, Regional Marketing Manager

Space Description

Carnival of Products – CP #701, #702 (20'x8') – See Exhibit C for map location

Space Fee:

\$16,000

Term: July 1, 2019 – August 13, 2019

Renter agrees that space(s) shall be used only for the purpose as follows:

Sprint Wireless Plans, Cell Phones and Cell Phone Accessories

Renter Agrees:

1. To be a Platinum Partner from July 12, 2019 – August 11, 2019 at the OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2019.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on April 12, 2019.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Sprint/United Management Company outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Sprint Wireless Plans, Cell Phone and Cell Phone Accessories (product/service); CP #701, #702 (location)
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2019 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each Saturday and Sunday of 2019 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2019 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To abide by all Cal/OSHA policies while accessing roof for satellite/cable installment.
9. To provide necessary equipment required to access Carnival of Products Building (#10) roof.
10. To coordinate with the District, and receive approval from the District prior to installation and removal.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
12. To provide valid Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during or following the 2019 OC Fair.

District (OC Fair) Agrees:

1. To provide 160 square feet of space located in Carnival of Products (CP #701, #702).
2. To provide ten (10) 2019 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2019 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2019 OC Fair (“Offsite”) Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2019 OC Fair “Lot F” Parking Hang Tag.
6. To provide one hundred (100) 2019 OC Fair General Admission Tickets (to be used for business development purposes).
7. To provide twenty (20) tickets to either Pacific Amphitheatre concerts (Terrace Level), Action Sports Arena events (Reserved Seating) or The Hangar concerts (Reserved Seating) - or a combination of twenty (20) tickets to a maximum of ten (10) performances (pre-order deadlines & availability apply).
8. To provide one (1) 36” round, branded floor decal to display in front of booth(s) CP #701, #702; decal to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
9. To provide one (1) 4’x2’ branded sign to display over booth(s) CP #701, #702; signage to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #701, #702.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide general Platinum Partner Program banner ad (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 360,000 subscribers with a link to a detailed Platinum Partners list on the OC Fair website.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert during the 2019 OC Fair.
14. To provide recognition (pending production deadlines) on the shopping highlight sheet distributed on site during the 2019 OC Fair.

Sprint/United Management Company
 6591 Irvine Center Drive, Suite #100
 Irvine, CA 92618

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

Karina Garcia, Regional Marketing Manager

Michele A. Richards, VP, Business Development

REVIEWED _____
APPROVED _____

AGREEMENT NO. 19733
DATE March 28, 2019

PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
Vector Marketing Corporation dba Cutco Cookware (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: **7/01/2019-8/13/2019 CLOSED MONDAYS & TUESDAYS.**
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: **CP #208, #308**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	16' x 10'	Platinum Corner	\$16,000.00

5. 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>
First Payment	4/23/2019	\$8,000.00
Final Payment	5/23/2019	\$8,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$16,000.00

Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem), 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.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations 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.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special 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.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Vector Marketing Corporation
dba Cutco Cookware
1116 East State Street
Olean, NY 14760**

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

By _____
**Title: Karim El-Tawansy, Authorized Independent
Cutco Sales Representative**

By _____
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.

Vector Marketing Corporation dba Cutco Cookware

Location/Space: Carnival of Products #208, #308

Agreement No: **19733**

Date: March 28, 2019

Cutco Products:

Cutlery

Culinary Tools

Cookware

Flatware

Sporting Knives

BBQ Tools

Garden Tools

Scissors

Vegetable Peeler

Pizza Cutter

Can Opener

Cutting Boards

Cutco Cooking Show



EXHIBIT A

AGREEMENT NO. 19733

Renter:

Vector Marketing Corporation dba Cutco Cookware

Seller's Permit Number: 27-745710

Taxpayer ID Number: 23-2196408

1116 East State Street

Olean, NY 14760

(808) 791-8356

Karim El-Tawansy, Authorized Independent Cutco Sales Representative

Space Description:

Carnival of Products – CP #208, #308 (16'x10') – See Exhibit C for map location

Space Fee:

\$16,000

Term: July 1, 2019 – August 13, 2019

Renter agrees that space(s) shall be used only for the purpose as follows:

Cutco Products: Cookware and Cooking Show, Household Cutlery, Culinary Tools, Flatware, Sporting Knives, BBQ Tools, Garden Tools, Scissors, Vegetable Peeler, Pizza Cutter, Can Opener and Cutting Boards

Renter Agrees:

1. To be a Platinum Partner from July 12, 2019 – August 11, 2019 at the OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 23, 2019.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on April 12, 2019.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Vector Marketing Corporation dba Cutco Cookware outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Cutco Products: Cookware and Cooking Show, Household Cutlery, Culinary Tools, Flatware, Sporting Knives, BBQ Tools, Garden Tools, Scissors, Vegetable Peeler, Pizza Cutter, Can Opener and Cutting Boards (product/service); CP #208, #308 (location)
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2019 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 11:00 PM on each Saturday and Sunday of 2019 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2019 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during and following the 2019 OC Fair.

District (OC Fair) Agrees:

1. To provide 160 square feet of space located in Carnival of Products (CP #208, #308).
2. To provide ten (10) 2019 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2019 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2019 OC Fair (“Offsite”) Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2019 OC Fair “Lot F” Parking Hang Tag.
6. To provide one hundred (100) 2019 OC Fair General Admission Tickets (to be used for business development purposes).
7. To provide twenty (20) tickets to either Pacific Amphitheatre concerts (Terrace Level), Action Sports Arena events (Reserved Seating) or The Hangar concerts (Reserved Seating) - or a combination of twenty (20) tickets to a maximum of ten (10) performances (pre-order deadlines & availability apply).
8. To provide one (1) 36” round, branded floor decal to display in front of booth(s) CP #208, #308; decal to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
9. To provide one (1) 4’x2’ branded sign to display over booth(s) CP #208, #308; signage to be designed, produced and installed by OC Fair staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #208, #308.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide general Platinum Partner Program banner ad (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 360,000 subscribers with a link to a detailed Platinum Partners list on the OC Fair website.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert during the 2019 OC Fair.
14. To provide recognition (pending production deadlines) on the shopping highlight sheet distributed on site during the 2019 OC Fair.

Vector Marketing Corporation
 dba Cutco Cookware
 1116 East State Street
 Olean, NY 14760

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

Karim El-Tawansy, Authorized Independent
 Cutco Sales Representative

Michele A. Richards, VP, Business Development