

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

**APRIL 2019**

| <b>CONTRACT #</b> | <b>CONTRACTOR</b>                                   | <b>EVENT</b>  | <b>DESCRIPTION</b>           | <b>FACILITIES</b>   | <b>CONTRACT DATES</b> | <b>CONTRACT AMOUNT</b>                           |
|-------------------|---|---|------------------------------|---|-----------------------|--|
| R-023-19          | MOBILEMONEY, Inc.                                   | MOBILEMONEY   | Other (OTH)                  | Year Round Rentals  | 06/01/19-05/31/20     | Not less than 58% of all customer surcharge      |
| R-025-19          | International Speedway, Inc.                        | International Speedway, Inc.                                      | Competition/Tournament (COM) | Action Sports Arena, Baja Blues Restaurant  | 2019 Speedway Season  | 61,703.52  |
| R-026-19          | Newport Mesa School District                        | NMUSD College & Career Night                                      | Other (OTH)                  | Costa Mesa Building (#10), Santa Ana Pavilion (Parade of Products)  | 10/16/19              | In-Kind Trade: \$6,300.00<br>Payment: \$9,550.00 |
| R-085-19          | Magic Trees Inc.                                    | Christmas Tree Lot  | Other (OTH)                  | Parking Lot E   | 11/27/19-12/13/19     | 17,751.00  |
| R-061-19          | Pacific Symphony                                    | Pacific Symphony July   | Concert (CONC)               | Pacific Amphitheatre, Plaza Pacifica, Plaza Pacifica Lobby  | 07/03/19-07/05/19     | 72,839.63  |
| R-076-19          | Sugar Plum Festivals                                | Sugar Plum Arts & Crafts Festivals                                | Other (OTH)                  | Costa Mesa Building (#10)   | 11/04/19-11/10/19     | 34,288.25  |
| R-089-19          | Orange County Wine Society                          | Orange County Wine Society - Spring Membership                    | Party (PAR)                  | Courtyard   | 05/19/19              | 2,288.00   |
| R-092-19          | March of Dimes                                      | March of Dimes - March for Babies                                 | Festival (FST)               | Pacific Amphitheatre Run Route, Country Meadows, Crafters Village, OC Promenade, Park Plaza, Plaza Pacifica | 05/10/19-05/11/19     | 3,419.75   |
| R-097-19          | California Online Public Schools                    | California Connections Festival                                   | Party (PAR)                  | Country Meadows, Huntington Beach Building (#12)  | 06/06/19              | 14,657.50  |
| R-099-19          | California Online Public Schools                    | California Connections Festival                                   | Party (PAR)                  | Country Meadows, Huntington Beach Building (#12)  | 09/24/19              | 15,407.50  |
| R-100-19          | eSport Management                                   | eSports Tournament  | Competition/Tournament (COM) | Huntington Beach Building (#12)   | 04/10/19-04/15/19     | In-Kind Trade: \$24,941.00                       |
| R-101-19          | Shoreline Dog Fanciers Association                  | Shoreline Dog Fanciers Association - The Holiday Classic Dog Show | Competition/Tournament (COM) | The Hangar  | 12/06/19-12/11/19     | 23,921.75  |
| R-102-19          | Vanguard University                                 | Vanguard University Parking                                       | Parking (PARK)               | Year Round Rentals  | 06/14/19-05/01/20     | See Exhibit "A"                                  |
| R-103-19          | Orange County Sheriff's Advisory Council            | Marilyn MacDougall Retirement                                     | Party (PAR)                  | The Hangar  | 04/02/19              | In-Kind Trade: \$5,762.00                        |
| R-106-19          | Flying Miz Daisy                                    | Flying Miz Daisy Vintage Market                                   | Consumer Show (CON)          | The Hangar  | 06/07/19-06/08/19     | 16,405.50  |
| R-107-19          | Sharp Concepts, Inc.                                | Sharp Concepts Camping  | Camping/Trailer Rally (RAL)  | Parking Lot G   | 04/08/19-04/16/19     | 1,042.00   |
| R-108-19          | Juicy's, LLC  | Juicy's Camping   | Camping/Trailer Rally (RAL)  | Parking Lot G   | 04/09/19-04/15/19     | 1,568.00   |
| R-109-19          | Tiny Fest, LLC                                      | TinyFest California   | Festival (FST)               | Park Plaza, Plaza Pacifica, Plaza Pacifica Lobby  | 10/25/19-10/28/19     | 28,446.50  |
| RR-001-19         | State of California Employee Development Department | EDD Staff Meeting   | Meeting/Seminar (MEE)        | OC Room   | 04/09/19              | Rental Relief                                    |

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **State of California Employee Development Department** hereinafter, called the Rentor

**WITNESSETH:**

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

**April 9, 2019**

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

**See Exhibit A**

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

**EDD Staff Meeting**

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

**Rental Relief**

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

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

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

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

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

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

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

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

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

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

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

**State of California Employee Development Department**  
**7077 Orangewood Avenue, Ste. 200**  
**Garden Grove, CA 92841**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Sandra Irish**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

# EXHIBIT A

## Event Information

|                        |                   |                     |                   |
|------------------------|-------------------|---------------------|-------------------|
| <b>Event Name:</b>     | EDD Staff Meeting | <b>Contract No:</b> | RR-001-19         |
| <b>Contact Person:</b> | Sandra Irish      | <b>Phone:</b>       | (657) 400-1372    |
| <b>Event Date:</b>     | 04/09/2019        | <b>Hours:</b>       | 1:00 PM - 4:30 PM |

|                             |                           |                              |    |
|-----------------------------|---------------------------|------------------------------|----|
| <b>Vehicle Parking Fee:</b> | No Charge (Private Event) | <b>Projected Attendance:</b> | 40 |
|-----------------------------|---------------------------|------------------------------|----|

## Facility Rental Fees

|                |                                |         |               |
|----------------|--------------------------------|---------|---------------|
| <b>Tuesday</b> |                                |         |               |
| OC Room        | 04/09/2019 12:00 PM - 01:00 PM | Move In | No Charge     |
| OC Room        | 04/09/2019 01:00 PM - 04:30 PM | Event   | Rental Relief |

|  |               |                      |
|--|---------------|----------------------|
| Move out must be completed by 05:30 PM on Tuesday - April 9, 2019 to avoid additional charges. | <b>Total:</b> | <b>Rental Relief</b> |
|--|---------------|----------------------|

## Summary

|                       |  |               |
|-----------------------|--|---------------|
| Facility Rental Total |  | Rental Relief |
|-----------------------|--|---------------|

|                     |                      |
|---------------------|----------------------|
| <b>Grand Total:</b> | <b>Rental Relief</b> |
|---------------------|----------------------|

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Tiny Fest, LLC** hereinafter, called the Rentor

**WITNESSETH:**

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

**October 25 - 28, 2019**

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

**See Exhibit A**

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

**TinyFest California**

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

**\$28,446.50**

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

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

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

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

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

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

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

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

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

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

**Tiny Fest, LLC**  
**1689 285th Street**  
**Oskaloosa, IA 52577**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Renee McLaughlin, CEO**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
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15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

# EXHIBIT A

## Event Information

|                             |                                     |                              |   |
|-----------------------------|-------------------------------------|------------------------------|---|
| <b>Event Name:</b>          | TinyFest California                 | <b>Contract No:</b>          | R-109-19  |
| <b>Contact Person:</b>      | Renee McLaughlin                    | <b>Phone:</b>                | (641) 670-0056  |
| <b>Event Dates:</b>         | 10/25/2019 - 10/27/2019             | <b>Hours:</b>                | Friday: 5:00 PM - 8:00 PM<br>Saturday: 10:00 AM - 6:00 PM<br>Sunday: 10:00 AM - 5:00 PM |
| <b>Admission Price:</b>     | Adult: \$20.00 Senior(65+): \$15.00 |                              |   |
| <b>Vehicle Parking Fee:</b> | \$9.00 General Parking              | <b>Projected Attendance:</b> | 3,000   |

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| <b>Friday</b>                    |                                |                 |               |
| Park Plaza                       | 10/25/2019 09:00 AM - 05:00 PM | Move In         | No Charge     |
| Plaza Pacifica                   | 10/25/2019 09:00 AM - 05:00 PM | Move In         | No Charge     |
| Plaza Pacifica Lobby             | 10/25/2019 09:00 AM - 05:00 PM | Move In         | No Charge     |
| Park Plaza                       | 10/25/2019 05:00 PM - 08:00 PM | Event           | 1,450.00      |
| Plaza Pacifica                   | 10/25/2019 05:00 PM - 08:00 PM | Event           | 1,450.00      |
| Plaza Pacifica Lobby             | 10/25/2019 05:00 PM - 08:00 PM | Event           | 1,000.00      |
| <b>Saturday</b>                  |                                |                 |               |
| Park Plaza                       | 10/26/2019 10:00 AM - 06:00 PM | Event           | 1,450.00      |
| Plaza Pacifica                   | 10/26/2019 10:00 AM - 06:00 PM | Event           | 1,450.00      |
| Plaza Pacifica Lobby             | 10/26/2019 10:00 AM - 06:00 PM | Event           | 1,000.00      |
| <b>Sunday</b>                    |                                |                 |               |
| Park Plaza                       | 10/27/2019 10:00 AM - 05:00 PM | Event           | 1,450.00      |
| Plaza Pacifica                   | 10/27/2019 10:00 AM - 05:00 PM | Event           | 1,450.00      |
| Plaza Pacifica Lobby             | 10/27/2019 10:00 AM - 05:00 PM | Event           | 1,000.00      |
| <b>Monday</b>                    |                                |                 |               |
| Park Plaza                       | 10/28/2019 07:00 AM - 11:59 AM | Move Out        | No Charge     |
| Plaza Pacifica                   | 10/28/2019 07:00 AM - 11:59 AM | Move Out        | No Charge     |
| Plaza Pacifica Lobby             | 10/28/2019 07:00 AM - 11:59 AM | Move Out        | No Charge     |

**Move out must be completed by 11:59 AM on Monday - October 28, 2019 to avoid additional charges. **Total: 11,700.00****

## Estimated Equipment Fees

| <u>Description</u>                 | <u>Date-Time</u>        | <u>Units</u> | <u>Rate</u>  | <u>Actual</u>   |
|------------------------------------|-------------------------|--------------|--------------|-----------------|
| 25 MB Internet - Hard Line         | TBD                     | TBD EA       | 250.00 DAY   | TBD             |
| 50 MB Internet - Hard Line         | TBD                     | TBD EA       | 450.00 DAY   | TBD             |
| 20 Amp Drop                        | Estimate 5              | 5.00 EA      | 25.00 EA     | 125.00          |
| Barricade (Plastic)                | TBD                     | TBD EA       | 15.00 EA     | TBD             |
| Chair (Individual)                 | Estimate 100            | 100.00 EA    | 2.50 EA      | 250.00          |
| Dumpster                           | Estimate 30             | 30.00 EA     | 18.00 EA     | 540.00          |
| Electrical Splitter Box            | Estimate 5              | 5.00 EA      | 55.00 EA     | 275.00          |
| Electrical Usage                   | Estimate Only           | 1.00 EA      | 1,050.00 EVT | 1,050.00        |
| Forklift                           | Estimate 5 Hours        | 5.00 HR      | 75.00 HR     | 375.00          |
| Hang Tag - 3 Day                   | Estimate 50             | 50.00 EA     | 12.00 EA     | 600.00          |
| Marquee Board                      | 10/21/2019 - 10/27/2019 | 1.00 WK      | Included     | Included        |
| Picnic Table (Rectangular & Round) | Estimate 15             | 15.00 EA     | 15.00 EA     | 225.00          |
| Podium                             | TBD                     | TBD EA       | 25.00 EA     | TBD             |
| Portable Electronic Message Board  | 10/25/2019 - 10/27/2019 | 2.00 EA      | 75.00 DAY    | 450.00          |
| Sweeper (In-House)                 | Estimate 2 Hours        | 2.00 HR      | 75.00 HR     | 150.00          |
| Wireless Internet Router           | TBD                     | TBD EA       | 75.00 EA     | TBD             |
| Wireless Microphone                | TBD                     | TBD EA       | 50.00 EA     | TBD             |
| <b>Total:</b>                      |                         |              |              | <b>4,040.00</b> |

## Reimbursable Personnel Fees

| <u>Description</u>      | <u>Date-Time</u>  | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-------------------------|-------------------|--------------|-------------|---------------|
| <b>Event Operations</b> |                   |              |             |               |
| <b>Set Up</b>           |                   |              |             |               |
| Grounds Attendant       | Estimate 12 Hours | 12.00 HR     | 23.00 HR    | 276.00        |
| Janitorial Attendant    | Estimate 12 Hours | 12.00 HR     | 23.00 HR    | 276.00        |
| Electrician             | Estimate 2 Hours  | 2.00 HR      | 57.50 HR    | 115.00        |

# EXHIBIT A

## Event Information

### **Event Day**

|                        |                                |      |    |       |    |        |
|------------------------|--------------------------------|------|----|-------|----|--------|
| Grounds Attendant Lead | 10/25/2019 04:00 PM - 09:00 PM | 1.00 | EA | 30.00 | HR | 150.00 |
| Grounds Attendant      | 10/25/2019 04:00 PM - 09:00 PM | 1.00 | EA | 23.00 | HR | 115.00 |
| Janitorial Attendant   | 10/25/2019 04:00 PM - 09:00 PM | 4.00 | EA | 23.00 | HR | 460.00 |
| Grounds Attendant Lead | 10/26/2019 09:00 AM - 07:00 PM | 1.00 | EA | 30.00 | HR | 300.00 |
| Grounds Attendant      | 10/26/2019 09:00 AM - 07:00 PM | 2.00 | EA | 23.00 | HR | 460.00 |
| Janitorial Attendant   | 10/26/2019 09:00 AM - 07:00 PM | 4.00 | EA | 23.00 | HR | 920.00 |
| Grounds Attendant Lead | 10/27/2019 09:00 AM - 06:00 PM | 1.00 | EA | 30.00 | HR | 270.00 |
| Grounds Attendant      | 10/27/2019 09:00 AM - 06:00 PM | 1.00 | EA | 23.00 | HR | 207.00 |
| Janitorial Attendant   | 10/27/2019 09:00 AM - 06:00 PM | 4.00 | EA | 23.00 | HR | 828.00 |

### **Clean Up**

|                      |                   |       |    |       |    |        |
|----------------------|-------------------|-------|----|-------|----|--------|
| Grounds Attendant    | Estimate 12 Hours | 12.00 | HR | 23.00 | HR | 276.00 |
| Janitorial Attendant | Estimate 16 Hours | 16.00 | HR | 23.00 | HR | 368.00 |
| Electrician          | Estimate 2 Hours  | 2.00  | HR | 57.50 | HR | 115.00 |

### **Event Sales & Services**

|                   |                                |      |    |       |    |        |
|-------------------|--------------------------------|------|----|-------|----|--------|
| Event Coordinator | 10/25/2019 04:00 PM - 09:00 PM | 1.00 | EA | 47.00 | HR | 235.00 |
| Event Coordinator | 10/26/2019 09:00 AM - 07:00 PM | 1.00 | EA | 47.00 | HR | 470.00 |
| Event Coordinator | 10/27/2019 09:00 AM - 06:00 PM | 1.00 | EA | 47.00 | HR | 423.00 |

### **Parking**

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

### **Safety & Security**

|                                |   |      |    |       |    |        |
|--------------------------------|---|------|----|-------|----|--------|
| Security Attendant             | 10/25/2019 04:30 PM - 08:30 PM            | 2.00 | EA | 23.00 | HR | 184.00 |
| Security Attendant - Overnight | 10/25/2019 08:30 PM - 10/26/2019 09:30 AM | 1.00 | EA | 23.00 | HR | 299.00 |
| Security Attendant             | 10/26/2019 09:30 AM - 06:30 PM            | 2.00 | EA | 23.00 | HR | 414.00 |
| Security Attendant - Overnight | 10/26/2019 06:30 PM - 10/27/2019 09:30 AM | 1.00 | EA | 23.00 | HR | 345.00 |
| Security Attendant             | 10/27/2019 09:30 AM - 05:30 PM            | 2.00 | EA | 23.00 | HR | 368.00 |
| Security Attendant - Overnight | 10/27/2019 05:30 PM - 10/28/2019 07:30 AM | 1.00 | EA | 23.00 | HR | 322.00 |

### **Technology**

|                      |     |     |    |        |     |     |
|----------------------|-----|-----|----|--------|-----|-----|
| Technology Attendant | TBD | TBD | EA | 100.00 | EVT | TBD |
|----------------------|-----|-----|----|--------|-----|-----|

### **Outside Services**

|                            |  |      |    |        |    |        |
|----------------------------|--|------|----|--------|----|--------|
| Emergency Medical Services | 10/25/2019 04:30 PM - 08:30 PM                     | 2.00 | EA | 24.00  | HR | 192.00 |
| Emergency Medical Services | 10/26/2019 09:30 AM - 06:30 PM                     | 2.00 | EA | 24.00  | HR | 432.00 |
| Emergency Medical Services | 10/27/2019 09:30 AM - 05:30 PM                     | 2.00 | EA | 24.00  | HR | 384.00 |
| State Fire Marshal         | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR | 394.50 |

**Total: 10,206.50**

### **Summary**

|  |             |
|--|-------------|
| Facility Rental Total  | \$11,700.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$14,246.50 |
| Refundable Deposit   | \$2,500.00  |

**Grand Total: \$28,446.50**



# EXHIBIT A

## Event Information

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>      |
|-------------------------|-----------------|--------------------|
| First Payment           | Upon Signing    | \$2,925.00         |
| Second Payment          | 05/24/2019      | \$8,507.00         |
| Third Payment           | 07/25/2019      | \$8,507.00         |
| Fourth Payment          | 09/25/2019      | \$8,507.50         |
|                         | <b>Total:</b>   | <b>\$28,446.50</b> |

Please Remit Payment in \*Check or Credit Card Only\*

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

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

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

### OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

### SOUND ORDINANCE

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Juicy's, LLC** hereinafter, called the Rentor

**WITNESSETH:**

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

**April 9 - 15, 2019**

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

**See Exhibit A**

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

**Juicy's Camping**

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

**\$1,568.00**

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

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

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

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

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

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

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

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

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

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

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

**Juicys, LLC**  
**5380 Gulf of Mexico Drive, Suite #105**  
**Longboat Key, FL 34228**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Brett Enright, Owner**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

# EXHIBIT A

## Event Information

|                        |                         |                     |                           |
|------------------------|-------------------------|---------------------|---------------------------|
| <b>Event Name:</b>     | Juicy's Camping         | <b>Contract No:</b> | R-108-19                  |
| <b>Contact Person:</b> | Marivel Diaz            | <b>Phone:</b>       | (909) 670-4543            |
| <b>Event Dates:</b>    | 04/09/2019 - 04/15/2019 | <b>Hours:</b>       | 12:00 AM - 11:59 PM Daily |

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

## Facility Rental Fees

| <u>Facility and/or Area Fees</u>   | <u>Date-Time</u>                                     | <u>Units</u> | <u>Rate</u> | <u>Actual</u>        |
|--|--|--------------|-------------|----------------------|
| <b>Tuesday - Monday</b>  |  |              |             |                      |
| Parking Lot G ( <i>Employee Bunkhouse/RV</i> )   | 04/09/2019 12:00 PM - 04/15/2019 12:00 PM (6 Nights) | 3.00 EA      | 45.00 DAY   | 810.00               |
| <b>Check out must be completed by 12:00 Noon on Monday - April 15, 2019 to avoid additional charges.</b> |  |              |             | <b>Total: 810.00</b> |

## Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--------------------|------------------|--------------|-------------|---------------|
| 50 Amp Drop        | Estimate 3       | 3.00 EA      | 70.00 EA    | 210.00        |
| Dumpster           | Estimate 4       | 4.00 EA      | 18.00 EA    | 72.00         |
| <b>Total:</b>      |                  |              |             | <b>282.00</b> |

## Reimbursable Personnel Fees

| <u>Description</u>      | <u>Date-Time</u>           | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-------------------------|----------------------------|--------------|-------------|---------------|
| <b>Event Operations</b> |                            |              |             |               |
| <b>Set Up</b>           |                            |              |             |               |
| Electrician             | Estimate 1 Hour            | 1.00 HR      | 57.50 HR    | 57.50         |
| <b>Event Day</b>        |                            |              |             |               |
| Grounds Attendant       | 04/09/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| Grounds Attendant       | 04/10/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| Grounds Attendant       | 04/11/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| Grounds Attendant       | 04/12/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| Grounds Attendant       | 04/13/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| Grounds Attendant       | 04/14/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| <b>Clean Up</b>         |                            |              |             |               |
| Grounds Attendant       | Estimate 1 Hour            | 1.00 HR      | 23.00 HR    | 23.00         |
| Electrician             | Estimate 1 Hour            | 1.00 HR      | 57.50 HR    | 57.50         |
| <b>Total:</b>           |                            |              |             | <b>276.00</b> |

### Summary

|  |          |
|--|----------|
| Facility Rental Total  | \$810.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$558.00 |
| Refundable Deposit   | \$200.00 |

**Grand Total: \$1,568.00**

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>     |
|-------------------------|-----------------|-------------------|
| First Payment           | Upon Signing    | \$1,568.00        |
| <b>Total:</b>           |                 | <b>\$1,568.00</b> |

**Please Remit Payment in \*Check Only\***

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

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Sharp Concepts, Inc.** hereinafter, called the Rentor

**WITNESSETH:**

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

**April 8 - 16, 2019**

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

**See Exhibit A**

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

**Sharp Concepts Camping**

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

**\$1,042.00**

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

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

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

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

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

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

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

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

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

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

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

**Sharp Concepts, Inc.**  
**P.O. Box 3767**  
**Paso Robles, CA 93447**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: John Campbell, Event Relations**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

# EXHIBIT A

## Event Information

|                        |                         |                     |                           |
|------------------------|-------------------------|---------------------|---------------------------|
| <b>Event Name:</b>     | Sharp Concepts Camping  | <b>Contract No:</b> | R-107-19                  |
| <b>Contact Person:</b> | John Campbell           | <b>Phone:</b>       | (916) 716-3045            |
| <b>Event Dates:</b>    | 04/08/2019 - 04/16/2019 | <b>Hours:</b>       | 12:00 AM - 11:59 PM Daily |

**Camping and Parking Fee:** *See Facility Rental Fees* **Projected Attendance:** 10

## Facility Rental Fees

| <u>Facility and/or Area Fees</u>  | <u>Date-Time</u>                                     | <u>Units</u> | <u>Rate</u> | <u>Actual</u>        |
|---|--|--------------|-------------|----------------------|
| <b>Monday - Tuesday</b>   |  |              |             |                      |
| Parking Lot G ( <i>Employee Bunkhouse/RV</i> )  | 04/08/2019 12:00 PM - 04/16/2019 12:00 PM (8 Nights) | 1.00 EA      | 45.00 DAY   | 360.00               |
| <b>Check out must be completed by 12:00 Noon on Tuesday - April 16, 2019 to avoid additional charges.</b> |  |              |             | <b>Total: 360.00</b> |

## Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--------------------|------------------|--------------|-------------|---------------|
| 50 Amp Drop        | Estimate 1       | 1.00 EA      | 70.00 EA    | 70.00         |
| Dumpster           | Estimate 5       | 5.00 EA      | 18.00 EA    | 90.00         |
| <b>Total:</b>      |                  |              |             | <b>160.00</b> |

## Reimbursable Personnel Fees

| <u>Description</u>      | <u>Date-Time</u>           | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-------------------------|----------------------------|--------------|-------------|---------------|
| <b>Event Operations</b> |                            |              |             |               |
| <b>Set Up</b>           |                            |              |             |               |
| Electrician             | Estimate 1 Hour            | 1.00 HR      | 57.50 HR    | 57.50         |
| <b>Event Day</b>        |                            |              |             |               |
| Grounds Attendant       | 04/08/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| Grounds Attendant       | 04/09/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| Grounds Attendant       | 04/10/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| Grounds Attendant       | 04/11/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| Grounds Attendant       | 04/12/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| Grounds Attendant       | 04/13/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| Grounds Attendant       | 04/14/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| Grounds Attendant       | 04/15/2019 Estimate 1 Hour | 1.00 HR      | 23.00 HR    | 23.00         |
| <b>Clean Up</b>         |                            |              |             |               |
| Grounds Attendant       | Estimate 1 Hour            | 1.00 HR      | 23.00 HR    | 23.00         |
| Electrician             | Estimate 1 Hour            | 1.00 HR      | 57.50 HR    | 57.50         |
| <b>Total:</b>           |                            |              |             | <b>322.00</b> |

### Summary

|  |          |
|--|----------|
| Facility Rental Total  | \$360.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$482.00 |
| Refundable Deposit   | \$200.00 |

**Grand Total: \$1,042.00**

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|---------------|
| First Payment           | Upon Signing    | \$1,042.00    |

**Total: \$1,042.00**

**Please Remit Payment in \*Check Only\***

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

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Flying Miz Daisy** hereinafter, called the Rentor

**WITNESSETH:**

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

**June 7 - 8, 2019**

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

**See Exhibit A**

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

**Flying Miz Daisy Vintage Market**

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

**\$16,405.50**

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

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

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

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

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

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

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

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

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

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

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

**Flying Miz Daisy**  
**P.O. Box 6813**  
**Laguna Niguel, CA 92677**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Charlene Goetz, Promoter**

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



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

# EXHIBIT A

## Event Information

|                        |                                 |                     |                           |
|------------------------|---------------------------------|---------------------|---------------------------|
| <b>Event Name:</b>     | Flying Miz Daisy Vintage Market | <b>Contract No:</b> | R-106-19                  |
| <b>Contact Person:</b> | Charlene Goetz                  | <b>Phone:</b>       | 949-422-0432              |
| <b>Event Dates:</b>    | 06/07/2019 - 06/08/2019         | <b>Hours:</b>       | Friday: 3:00 PM - 8:00 PM |

**Admission Price:** \$5.00

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

## Facility Rental Fees

| <u>Facility and/or Area Fees</u>  | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u>          |
|---|--------------------------------|-----------------|------------------------|
| <b>Friday</b>   |                                |                 |                        |
| The Hangar  | 06/07/2019 07:00 AM - 03:00 PM | Move In         | No Charge              |
| The Hangar  | 06/07/2019 03:00 PM - 08:00 PM | Event           | 3,575.00               |
| <b>Saturday</b>   |                                |                 |                        |
| The Hangar  | 06/08/2019 09:00 AM - 04:00 PM | Event           | 3,575.00               |
| <b>Move out must be completed by 11:59 PM on Saturday - June 8, 2019 to avoid additional charges.</b> |                                |                 | <b>Total: 7,150.00</b> |

## Estimated Equipment Fees

| <u>Description</u>                   | <u>Date-Time</u>        | <u>Units</u> | <u>Rate</u> | <u>Actual</u>   |
|--------------------------------------|-------------------------|--------------|-------------|-----------------|
| 25 MB Internet - Hard Line           | TBD                     | TBD EA       | 250.00 DAY  | TBD             |
| 20 Amp Drop                          | TBD                     | TBD EA       | 25.00 EA    | TBD             |
| 50 Amp Drop                          | TBD                     | TBD EA       | 70.00 EA    | TBD             |
| Audio Mixer                          | Estimate 1              | 1.00 EA      | 35.00 EA    | 35.00           |
| Barricade (Plastic)                  | TBD                     | TBD EA       | 15.00 EA    | TBD             |
| Chair (Individual)                   | Estimate 35             | 35.00 EA     | 2.50 EA     | 87.50           |
| Dumpster                             | Estimate 8              | 8.00 EA      | 18.00 EA    | 144.00          |
| Electrical Splitter Box              | TBD                     | TBD EA       | 55.00 EA    | TBD             |
| Electrical Usage                     | Estimate Only           | 1.00 EA      | 700.00 EVT  | 700.00          |
| Folding Table (Rectangular)          | Estimate 8              | 8.00 EA      | 15.00 EA    | 120.00          |
| Forklift                             | TBD                     | TBD HR       | 75.00 EA    | TBD             |
| Hang Tag - 2 Day                     | Estimate 100            | 100.00 EA    | 8.00 EA     | 800.00          |
| Man Lift                             | Estimate 2 Hours        | 2.00 HR      | 75.00 EA    | 150.00          |
| Marquee Board                        | 06/02/2019 - 06/08/2019 | 1.00 WK      | Included    | Included        |
| Picnic Tables                        | TBD                     | TBD EA       | 15.00 EA    | TBD             |
| Portable Electronic Message Board    | 06/07/2019 - 06/08/2019 | 2.00 EA      | 75.00 DAY   | 300.00          |
| Public Address System (Per Building) | 06/07/2019 - 06/08/2019 | 1.00 EA      | 75.00 DAY   | 150.00          |
| Stanchion                            | Estimate 10             | 10.00 EA     | 5.00 EA     | 50.00           |
| Sweeper (In-House)                   | Estimate 3 Hours        | 3.00 HR      | 75.00 EA    | 225.00          |
| Wireless Internet Router             | TBD                     | TBD EA       | 75.00 EA    | TBD             |
| <b>Total:</b>                        |                         |              |             | <b>2,761.50</b> |

## Reimbursable Personnel Fees

| <u>Description</u>             | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--------------------------------|--------------------------------|--------------|-------------|---------------|
| <b><u>Event Operations</u></b> |                                |              |             |               |
| <b>Set Up</b>                  |                                |              |             |               |
| Grounds Attendant              | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00        |
| Janitorial Attendant           | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00        |
| Electrician                    | Estimate 1 Hour                | 1.00 HR      | 57.50 HR    | 57.50         |
| <b>Event Day</b>               |                                |              |             |               |
| Grounds Attendant Lead         | 06/07/2019 02:00 PM - 09:00 PM | 1.00 EA      | 30.00 HR    | 210.00        |
| Grounds Attendant              | 06/07/2019 02:00 PM - 09:00 PM | 1.00 EA      | 23.00 HR    | 161.00        |
| Janitorial Attendant           | 06/07/2019 02:00 PM - 09:00 PM | 2.00 EA      | 23.00 HR    | 322.00        |
| Grounds Attendant Lead         | 06/08/2019 08:00 AM - 05:00 PM | 1.00 EA      | 30.00 HR    | 270.00        |
| Grounds Attendant              | 06/08/2019 08:00 AM - 05:00 PM | 1.00 EA      | 23.00 HR    | 207.00        |
| Janitorial Attendant           | 06/08/2019 08:00 AM - 05:00 PM | 2.00 EA      | 23.00 HR    | 414.00        |
| <b>Clean Up</b>                |                                |              |             |               |
| Grounds Attendant Lead         | Estimate 5 Hours               | 5.00 HR      | 30.00 HR    | 150.00        |
| Grounds Attendant              | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00        |
| Janitorial Attendant           | Estimate 6 Hours               | 6.00 HR      | 23.00 HR    | 138.00        |

# EXHIBIT A

## Event Information

### Event Sales & Services

|                   |                                |      |    |       |    |        |
|-------------------|--------------------------------|------|----|-------|----|--------|
| Event Coordinator | 06/07/2019 02:00 PM - 09:00 PM | 1.00 | EA | 47.00 | HR | 329.00 |
| Event Coordinator | 06/08/2019 08:00 AM - 05:00 PM | 1.00 | EA | 47.00 | HR | 423.00 |

### Parking

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

### Safety & Security

|                    |                                |      |    |       |    |        |
|--------------------|--------------------------------|------|----|-------|----|--------|
| Security Attendant | 06/07/2019 02:30 PM - 08:30 PM | 1.00 | EA | 23.00 | HR | 138.00 |
| Security Attendant | 06/08/2019 08:30 AM - 04:30 PM | 1.00 | EA | 23.00 | HR | 184.00 |

### Technology

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

### Outside Services

|                            |                                |      |    |        |    |        |
|----------------------------|--------------------------------|------|----|--------|----|--------|
| Emergency Medical Services | 06/07/2019 02:30 PM - 08:30 PM | 1.00 | EA | 24.00  | HR | 144.00 |
| Emergency Medical Services | 06/08/2019 08:30 AM - 04:30 PM | 1.00 | EA | 24.00  | HR | 192.00 |
| State Fire Marshal         | Estimate Only (Plan Review)    | 1.50 | HR | 263.00 | EA | 394.50 |

**Total: 4,994.00**

### Summary

|  |            |
|--|------------|
| Facility Rental Total  | \$7,150.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$7,755.50 |
| Refundable Deposit   | \$1,500.00 |

**Grand Total: \$16,405.50**

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>      |
|-------------------------|-----------------|--------------------|
| First Payment           | 04/26/2019      | \$7,412.25         |
| Second Payment          | 05/17/2019      | \$7,412.25         |
| <b>Total:</b>           |                 | <b>\$16,405.50</b> |

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

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

### AMENDMENTS

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

### CANOPIES / TENTS

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

### OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Sheriff's Advisory Council** hereinafter, called the Rentor

**WITNESSETH:**

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

**April 2, 2019**

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

**See Exhibit A**

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

**Marilyn MacDougall Retirement**

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

**In-Kind Trade = \$5,762.00**

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

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

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

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

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

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

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

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

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

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

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

**Orange County Sheriff's Advisory Council**  
**550 North Flower Street**  
**Santa Ana, CA 92703**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: OCSA, Executive Administrator**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

# EXHIBIT A

## Event Information

|                        |                               |                     |                    |
|------------------------|-------------------------------|---------------------|--------------------|
| <b>Event Name:</b>     | Marilyn MacDougall Retirement | <b>Contract No:</b> | R-103-19           |
| <b>Contact Person:</b> | Rylon Thomas                  | <b>Phone:</b>       | (714) 787-9137     |
| <b>Event Date:</b>     | 04/02/2019                    | <b>Hours:</b>       | 5:00 PM - 10:00 PM |

**Vehicle Parking Fee:** Private Event (No Parking Fee)      **Projected Attendance:** 200

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| Tuesday                          |                                |                 |               |
| The Hangar                       | 04/02/2019 05:00 PM - 10:00 PM | Event           | 3,575.00      |

Move out must be completed by 11:59 PM on Tuesday - April 2, 2019 to avoid additional charges.

**\*In-Kind Trade Total: 3,575.00**

## Estimated Equipment Fees

| <u>Description</u>                   | <u>Date-Time</u>        | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--------------------------------------|-------------------------|--------------|-------------|---------------|
| Chair (Individual)                   | Estimate 200            | 200.00 EA    | 2.50 EA     | 500.00        |
| Dumpster                             | Estimate 2              | 2.00 EA      | 18.00 EA    | 36.00         |
| Electrical Usage                     | Estimate Only           | 1.00 EA      | 250.00 EVT  | 250.00        |
| Public Address System (Per Building) | 04/02/2019 - 04/02/2019 | 1.00 EA      | 75.00 DAY   | 75.00         |
| Sweeper (In-House)                   | Estimate 3 Hours        | 3.00 HR      | 75.00 HR    | 225.00        |

**\*In-Kind Trade Total: 1,086.00**

## Reimbursable Personnel Fees

| <u>Description</u>             | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--------------------------------|--------------------------------|--------------|-------------|---------------|
| <b><u>Event Operations</u></b> |                                |              |             |               |
| <b><u>Event Day</u></b>        |                                |              |             |               |
| Grounds Attendant              | 04/02/2019 05:00 PM - 10:00 PM | 2.00 EA      | 23.00 HR    | 230.00        |
| Janitorial Attendant           | 04/02/2019 05:00 PM - 10:00 PM | 2.00 EA      | 23.00 HR    | 230.00        |
| <b><u>Clean Up</u></b>         |                                |              |             |               |
| Grounds Attendant Lead         | 04/03/2019 05:00 PM - 10:00 PM | 1.00 EA      | 30.00 HR    | 150.00        |
| Grounds Attendant              | 04/03/2019 05:00 PM - 10:00 PM | 1.00 EA      | 23.00 HR    | 115.00        |
| Janitorial Attendant           | 04/03/2019 05:00 PM - 10:00 PM | 2.00 EA      | 23.00 HR    | 230.00        |
| <b><u>Parking</u></b>          |                                |              |             |               |
| Parking Attendant              | Estimate 2 Hours               | 2.00 HR      | 23.00 HR    | 46.00         |
| <b><u>Technology</u></b>       |                                |              |             |               |
| Technology Attendant           | Flat Fee (Audio Configuration) | 1.00 EA      | 100.00 EVT  | 100.00        |

**\*In-Kind Trade Total: 1,101.00**

\*See In-Kind Trade details under Summary.

## Summary

|  |                   |
|--|-------------------|
| <b>OCFEC In-Kind Trade</b>                                     |                   |
| Facility Rental Total  | \$3,575.00        |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$2,187.00        |
| <b>Grand Total:</b>  | <b>\$5,762.00</b> |

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

**OVATIONS FOOD SERVICES, L.P. dba SPECTRA**

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

**SOUND ORDINANCE**

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Orange County Sheriff's Department must comply with request.

**OCFEC In-Kind Trade**

|  |                   |
|--|-------------------|
| Facility Rental Total  | \$3,575.00        |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$2,187.00        |
| <b>In-Kind Trade Total:</b>                                    | <b>\$5,762.00</b> |

Orange County Sheriff's Department annually provides over 2,724 Reserve Deputy Sheriff hours during the run of the OC Fair. The estimated value to the OC Fair & Event Center of the aforementioned Reserve Deputy Sheriff hours translates to \$260,931.96 when calculated at \$95.79 per hour which is the lowest rate charged for a Deputy Sheriff 1.

In exchange for the use of The Hangar and all associated costs related to Marilyn MacDougall's Retirement Party:

- 63 Reserve Deputy Hours at \$92.86 per hour provided during the annual fair translates to \$5,850.18 worth of services for the OCFEC at no cost.
- \$5,850.18 (61 hours at \$92.86 per hour) worth of services will be used/credited to off-set the Exhibit A total of \$5,762.00.

By \_\_\_\_\_  
Title: **OCSD, Executive Administrator**

By \_\_\_\_\_  
Title: **Michele A. Richards, V.P. Business Development**

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Vanguard University** hereinafter, called the Rentor

**WITNESSETH:**

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

**June 14, 2019 - May 1, 2020**

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

**See Exhibit A**

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

**Vanguard University Parking**

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

**See Exhibit "A"**

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

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

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

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

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

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

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

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

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

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

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

**Vanguard University**  
**55 Fair Drive**  
**Costa Mesa, CA 92626**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: David Vasquez, Director of External Relations**

**Title: Kathy Kramer, Chief Executive Officer**



## 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. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the space, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association and in compliance with sound ordinance inside building.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

**EXHIBIT "A"**

**Event Name:** Vanguard University  
**Contact Person:** David Vasquez  
**Event Dates:** 06/14/2019 - 05/01/2020

**Contract No:** R-102-19  
**Phone:** (714) 966-5467  
**Hours:** Various  
**Projected Attendance:** Various

**RENTER AGREES TO PROVIDE:**

- One Hundred and Fifty-Three (153) Vanguard University parking stalls daily starting **June 14, 2019 through August 14, 2020.**

**OCFEC AGREES TO PROVIDE:**

- One Hundred (100) parking stalls in Parking Lot A or Parking Lot B (depending on availability), Monday through Thursday starting **August 19, 2019 through May 1, 2020.**

**RENTER AGREES:**

- To contact the Event Services Department at (714) 708-1572 prior to scheduling any special events or meetings to ensure that the location is available.
- That an OC Fair & Event Center written confirmation approving each date and specific rental location is required prior to Renter promoting or advertising an event. This avoids any miscommunication between Renter’s attendees and the OC Fair & Event Center.
- To provide proof of insurance by **June 1, 2019.**
- To notify the District (OCFEC) of any accident that takes place during parking lot usage. **The Security & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Security & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket event specific expenses such as janitorial expenses to clean restrooms after meetings or events.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of each single day parking lot usage.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of event and removal from the premises.
- That damage occurring in any Parking Lot and/or of OCFEC property will be itemized and invoiced to Vanguard University. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit vehicle speeds to no more than 15 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center.

**VANGUARD UNIVERSITY IN-KIND TRADE:**

- One Hundred and Fifty-Three (153) Vanguard University parking stalls (June 14 - August 14, 2019) ..... \$111,996.00

**TOTAL VANGUARD IN-KIND TRADE VALUE: ..... \$111,996.00**

**OCFEC IN-KIND TRADE:**

- One Hundred (100) OCFEC parking stalls Monday through Thursday (August 19, 2019 - May 1, 2020) . \$111,996.00

**TOTAL OCFEC IN-KIND TRADE VALUE: ..... \$111,996.00**

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Shoreline Dog Fanciers Association** hereinafter, called the Rentor

**WITNESSETH:**

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

**December 6 - 11, 2019**

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

**See Exhibit A**

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

**Shoreline Dog Fanciers Association - The Holiday Classic Dog Show**

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

**\$23,921.75**

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

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

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

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

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

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

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

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

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

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

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

**Shoreline Dog Fanciers Association**  
**24922 Las Marias Lane**  
**Mission Viejo, CA 92691**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Peggy McDill, Promoter**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

# EXHIBIT A

## Event Information

|                             |   |                              |  |
|-----------------------------|---|------------------------------|--|
| <b>Event Name:</b>          | Shoreline Dog Fanciers Association - The Holiday Classic Dog Show | <b>Contract No:</b>          | R-101-19   |
| <b>Contact Person:</b>      | Peggy McDill  | <b>Phone:</b>                | (760) 451-9353   |
| <b>Event Dates:</b>         | 12/07/2019 - 12/08/2019   | <b>Hours:</b>                | Saturday: 8:00 AM - 5:00 PM<br>Sunday: 8:00 AM - 5:00 PM |
| <b>Vehicle Parking Fee:</b> | \$9.00 General Parking  | <b>Projected Attendance:</b> | 1,500  |

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| <b>Friday</b>                    |                                |                 |               |
| The Hangar                       | 12/06/2019 08:00 AM - 10:00 PM | Move In         | 1,787.50      |
| <b>Saturday</b>                  |                                |                 |               |
| The Hangar                       | 12/07/2019 08:00 AM - 05:00 PM | Event           | 3,038.75      |
| <b>Sunday</b>                    |                                |                 |               |
| The Hangar                       | 12/08/2019 08:00 AM - 05:00 PM | Event           | 3,038.75      |
| <b>Monday</b>                    |                                |                 |               |
| The Hangar                       | 12/09/2019 06:00 AM - 12:00 PM | Move Out        | No Charge     |

**Move out must be completed by 12:00 PM on Monday - December 9, 2019 to avoid additional charges. Total: 7,865.00**

## Estimated Equipment Fees

| <u>Description</u>                   | <u>Date-Time</u>        | <u>Units</u> | <u>Rate</u> | <u>Actual</u>   |
|--------------------------------------|-------------------------|--------------|-------------|-----------------|
| 30 Amp Drop                          | Estimate 4              | 4.00 EA      | 50.00 EA    | 200.00          |
| Dumpster                             | Estimate 25             | 25.00 EA     | 18.00 EA    | 450.00          |
| Electrical Splitter Box              | Estimate 9              | 9.00 EA      | 55.00 EA    | 495.00          |
| Electrical Usage                     | Estimate Only           | 1.00 EA      | 750.00 EVT  | 750.00          |
| Forklift                             | Estimate 1 Hours        | 1.00 HR      | 75.00 HR    | 75.00           |
| Hang Tag - 2 Day                     | TBD                     | TBD EA       | 8.00 EA     | TBD             |
| Marquee Board                        | 11/11/2019 - 12/08/2019 | 4.00 WK      | Included    | Included        |
| Portable Electronic Message Board    | 12/07/2019 - 12/08/2019 | 2.00 EA      | 75.00 DAY   | 300.00          |
| Public Address System (Per Building) | 12/07/2019 - 12/08/2019 | 1.00 EA      | 75.00 DAY   | 150.00          |
| RV Camping                           | TBD                     | TBD EA       | 45.00 DAY   | TBD             |
| Scissor Lift                         | TBD                     | TBD HR       | 75.00 HR    | TBD             |
| Sweeper (In-House)                   | Estimate 6 Hours        | 6.00 HR      | 75.00 HR    | 450.00          |
| Wireless Microphone                  | TBD                     | TBD EA       | 50.00 EA    | TBD             |
| <b>Total:</b>                        |                         |              |             | <b>2,870.00</b> |

## Reimbursable Personnel Fees

| <u>Description</u>      | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-------------------------|--------------------------------|--------------|-------------|---------------|
| <b>Event Operations</b> |                                |              |             |               |
| <b>Set Up</b>           |                                |              |             |               |
| Grounds Attendant       | Estimate 16 Hours              | 16.00 HR     | 23.00 HR    | 368.00        |
| Janitorial Attendant    | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00        |
| Electrician             | Estimate 14 Hours              | 14.00 HR     | 57.50 HR    | 805.00        |
| <b>Event Day</b>        |                                |              |             |               |
| Grounds Attendant Lead  | 12/07/2019 07:00 AM - 05:00 PM | 1.00 EA      | 30.00 HR    | 300.00        |
| Grounds Attendant       | 12/07/2019 07:00 AM - 05:00 PM | 4.00 EA      | 23.00 HR    | 920.00        |
| Janitorial Attendant    | 12/07/2019 07:00 AM - 05:00 PM | 7.00 EA      | 23.00 HR    | 1,610.00      |
| Grounds Attendant Lead  | 12/08/2019 07:00 AM - 05:00 PM | 1.00 EA      | 30.00 HR    | 300.00        |
| Grounds Attendant       | 12/08/2019 07:00 AM - 05:00 PM | 4.00 EA      | 23.00 HR    | 920.00        |
| Janitorial Attendant    | 12/08/2019 07:00 AM - 05:00 PM | 7.00 EA      | 23.00 HR    | 1,610.00      |
| <b>Clean Up</b>         |                                |              |             |               |
| Grounds Attendant       | Estimate 16 Hours              | 16.00 HR     | 23.00 HR    | 368.00        |
| Janitorial Attendant    | Estimate 18 Hours              | 18.00 HR     | 23.00 HR    | 414.00        |
| Electrician             | Estimate 10 Hours              | 10.00 HR     | 57.50 HR    | 575.00        |

# EXHIBIT A

## Event Information

### Event Sales & Services

|                   |                                |      |    |       |    |        |
|-------------------|--------------------------------|------|----|-------|----|--------|
| Event Coordinator | 12/07/2019 07:00 AM - 05:00 PM | 1.00 | EA | 47.00 | HR | 470.00 |
| Event Coordinator | 12/08/2019 07:00 AM - 05:00 PM | 1.00 | EA | 47.00 | HR | 470.00 |

### Parking

|                        |                                |      |    |       |    |        |
|------------------------|--------------------------------|------|----|-------|----|--------|
| Parking Attendant Lead | 12/06/2019 11:00 AM - 04:30 PM | 1.00 | EA | 30.00 | HR | 165.00 |
| Parking Attendant      | 12/06/2019 11:00 AM - 04:30 PM | 3.00 | EA | 23.00 | HR | 379.50 |

### Safety & Security

|                                |   |      |    |       |    |        |
|--------------------------------|---|------|----|-------|----|--------|
| Security Attendant - Overnight | 12/06/2019 09:00 PM - 12/07/2019 06:30 AM | 1.00 | EA | 23.00 | HR | 218.50 |
| Security Attendant - Overnight | 12/07/2019 11:45 PM - 12/08/2019 06:30 AM | 1.00 | EA | 23.00 | HR | 155.25 |

### Technology

|                            |                                |      |    |        |     |        |
|----------------------------|--------------------------------|------|----|--------|-----|--------|
| Emergency Medical Services | 12/07/2019 07:30 AM - 05:30 PM | 2.00 | EA | 24.00  | HR  | 480.00 |
| Emergency Medical Services | 12/08/2019 07:30 AM - 05:30 PM | 2.00 | EA | 24.00  | HR  | 480.00 |
| Technology Attendant       | Flat Fee (Audio Configuration) | 1.00 | EA | 100.00 | EVT | 100.00 |

### Outside Services

|                    |  |      |    |        |    |        |
|--------------------|--|------|----|--------|----|--------|
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR | 394.50 |
|--------------------|--|------|----|--------|----|--------|

**Total: 11,686.75**

### Summary

|  |             |
|--|-------------|
| Facility Rental Total  | \$7,865.00  |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$14,556.75 |
| Refundable Deposit   | \$1,500.00  |

**Grand Total: \$23,921.75**

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|---------------|
| First Payment           | 05/06/2019      | \$5,980.25    |
| Second Payment          | 07/05/2019      | \$5,980.25    |
| Third Payment           | 09/06/2019      | \$5,980.25    |
| Fourth Payment          | 11/06/2019      | \$5,981.00    |

**Total: \$23,921.75**

**Please Remit Payment in \*Check Only\***

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

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

### CAMPING

Shoreline Dog Fanciers Association to submit itemized list detailing number of camper units/days on grounds. List is to be submitted to OCFEC by no later than **Wednesday - December 11, 2018**. Payment due by **Wednesday - December 18, 2018**.

### FACILITY RENTAL FEE

2019 Event Day facility rental rates honored for The Hangar due to the OCFEC request to relocate buildings.

### OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

### POOP SCOOP TEAM

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

REVIEWED

DATE

April 6, 2019

APPROVED

FAIRTIME

INTERIM

XX

*[Handwritten signatures]*

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **eSport Management** hereinafter, called the Rentor

**WITNESSETH:**

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

**April 10 - 14, 2019**

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

**See Exhibit A**

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

**eSports Tournament**

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

**In-Kind Trade = \$24,941.00**

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

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

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

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

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

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

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

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

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

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

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

**eSport Management**  
**World Trade Center**  
**120 route des Macarons**  
**06560 Valbonne, France**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Katherine Amoukhteh, VP - USA Operations**

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

# EXHIBIT A

## Event Information

|                             |                         |                              |   |
|-----------------------------|-------------------------|------------------------------|---|
| <b>Event Name:</b>          | eSports Tournament      | <b>Contract No:</b>          | R-100-19  |
| <b>Contact Person:</b>      | Katherine Amoukhteh     | <b>Phone:</b>                | (949) 350-6868  |
| <b>Event Dates:</b>         | 04/12/2019 - 04/14/2019 | <b>Hours:</b>                | Friday: 9:00 AM - 3:00 PM<br>Saturday: 10:00 AM - 5:00 PM<br>Sunday: 10:00 AM - 5:00 PM |
| <b>Admission Price:</b>     | Free                    | <b>Projected Attendance:</b> | 1,000   |
| <b>Vehicle Parking Fee:</b> | \$9.00 General Parking  |                              |   |

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| <b>Wednesday</b>                 |                                |                 |               |
| Huntington Beach Building (#12)  | 04/10/2019 07:00 AM - 03:30 PM | Move In         | 1,687.50*     |
| <b>Thursday</b>                  |                                |                 |               |
| Huntington Beach Building (#12)  | 04/11/2019 07:00 AM - 03:30 PM | Move In         | 1,687.50*     |
| <b>Friday</b>                    |                                |                 |               |
| Huntington Beach Building (#12)  | 04/12/2019 09:00 AM - 03:00 PM | Event           | 3,375.00*     |
| <b>Saturday</b>                  |                                |                 |               |
| Huntington Beach Building (#12)  | 04/13/2019 10:00 AM - 05:00 PM | Event           | 3,375.00*     |
| <b>Sunday</b>                    |                                |                 |               |
| Huntington Beach Building (#12)  | 04/14/2019 10:00 AM - 05:00 PM | Event           | 3,375.00*     |

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

**\*Imaginology In-Kind Trade: 13,500.00**

## Estimated Equipment Fees

| <u>Description</u>                                      | <u>Date-Time</u>        | <u>Units</u> | <u>Rate</u>  | <u>Actual</u> |
|---|-------------------------|--------------|--------------|---------------|
| 100 MB Internet - Hard Line                             | 04/10/2019 - 04/15/2019 | 1.00 EA      | 850.00 DAY   | 5,100.00*     |
| 42" LCD TV  | TBD                     | 2.00 EA      | TBD DAY      | TBD           |
| Electrical Usage  | Estimate Only           | 1.00 EA      | 1,050.00 EVT | 1,050*        |
| Portable PA System (w/ Wired Mic, Stand and 2 Speakers) | Estimate 1              | 1.00 EA      | 150.00 EA    | 150.00*       |
| Scissor Lift  | TBD                     | TBD HR       | 75.00 HR     | TBD           |
| Wireless Microphone                                     | Estimate 1              | 1.00 EA      | 50.00 EA     | 50.00*        |

**\*Imaginology In-Kind Trade: 6,350.00**

## Reimbursable Personnel Fees

| <u>Description</u>                       | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--|--------------------------------|--------------|-------------|---------------|
| <b><u>Event Operations</u></b>           |                                |              |             |               |
| <b>Set Up</b>                            |                                |              |             |               |
| Grounds Attendant                        | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00*       |
| Janitorial Attendant                     | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00*       |
| <b>Event Day</b>                         |                                |              |             |               |
| Grounds Attendant                        | 04/12/2019 08:00 AM - 03:00 PM | 1.00 EA      | 23.00 HR    | 161.00*       |
| Janitorial Attendant                     | 04/12/2019 08:00 AM - 03:00 PM | 2.00 EA      | 23.00 HR    | 322.00*       |
| Grounds Attendant                        | 04/13/2019 09:00 AM - 05:00 PM | 1.00 EA      | 23.00 HR    | 184.00*       |
| Janitorial Attendant                     | 04/13/2019 09:00 AM - 05:00 PM | 2.00 EA      | 23.00 HR    | 368.00*       |
| Grounds Attendant                        | 04/14/2019 09:00 AM - 05:00 PM | 1.00 EA      | 23.00 HR    | 184.00*       |
| Janitorial Attendant                     | 04/14/2019 09:00 AM - 05:00 PM | 2.00 EA      | 23.00 HR    | 368.00*       |
| <b>Clean Up</b>                          |                                |              |             |               |
| Grounds Attendant                        | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00*       |
| Janitorial Attendant                     | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00*       |
| <b><u>Event Sales &amp; Services</u></b> |                                |              |             |               |
| Event Coordinator                        | 04/12/2019 08:00 AM - 03:00 PM | 1.00 EA      | 47.00 HR    | 329.00*       |
| Event Coordinator                        | 04/13/2019 09:00 AM - 05:00 PM | 1.00 EA      | 47.00 HR    | 376.00*       |
| Event Coordinator                        | 04/14/2019 09:00 AM - 05:00 PM | 1.00 EA      | 47.00 HR    | 376.00*       |



# EXHIBIT A

## Event Information

### Safety & Security

|                                |                                |      |    |       |    |         |
|--------------------------------|--------------------------------|------|----|-------|----|---------|
| Security Attendant - Overnight | 04/10/2019 06:00 PM - 07:00 .  | 1.00 | EA | 23.00 | HR | 299.00* |
| Security Attendant - Overnight | 04/11/2019 06:00 PM - 08:00 .  | 1.00 | EA | 23.00 | HR | 322.00* |
| Security Attendant - Overnight | 04/12/2019 05:00 PM - 09:00 AM | 1.00 | EA | 23.00 | HR | 345.00* |
| Security Attendant - Overnight | 04/13/2019 05:00 PM - 09:00 AM | 1.00 | EA | 23.00 | HR | 345.00* |

### Technology

|                      |                  |      |    |       |    |         |
|----------------------|------------------|------|----|-------|----|---------|
| Technology Attendant | Estimate 8 Hours | 8.00 | HR | 47.00 | HR | 376.00* |
|----------------------|------------------|------|----|-------|----|---------|

**\*Imaginology In-Kind Trade: 5,091.00**

### Summary

#### OCFEC In-Kind Trade

|  |             |
|--|-------------|
| Facility Rental Total  | \$13,500.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$11,441.00 |

**\*In-Kind Trade Total: \$24,941.00**

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

### IN-KIND TRADE

In exchange for **\$24,941.00 In-Kind Trade** (See Exhibit A), it has been mutually agreed that eSport Management will provide trade opportunities to OCFEC as follows:

- Coordinating all aspects of a 2-day League of Legends tournament
  - Sourcing and registering teams
  - Providing prizes
  - Sourcing and installing gaming computers
  - Caster
  - Coordinating live streaming of the tournament
- Sourcing and coordination of educational exhibitors
- Providing volunteers to oversee all activities in the building
- Coordinating the parent panel discussion participants
- Promoting Imaginology in eblasts
- Creating and distributing eSports Playground flyers to schools and other educational groups
- Providing tournament management software
- Organizing and managing educational workshops

### BANNERS

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

### DRONES

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

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

# EXHIBIT A

## Event Information

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

### **OVATIONS FOOD SERVICES, L.P. dba SPECTRA**

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **California Online Public Schools** hereinafter, called the Rentor

**WITNESSETH:**

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

**September 24, 2019**

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

**See Exhibit A**

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

**California Connections Festival**

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

**\$15,407.50**

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

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

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

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

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

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

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

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

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

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

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

**California Connections Academy Southern California**  
**33272 Valle Road**  
**San Juan Capistrano, CA 92675**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Richard Savage, Executive Director**

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

# EXHIBIT A

## Event Information

|                        |                                 |                     |                    |
|------------------------|---------------------------------|---------------------|--------------------|
| <b>Event Name:</b>     | California Connections Festival | <b>Contract No:</b> | R-099-19           |
| <b>Contact Person:</b> | Jesse Hodge                     | <b>Phone:</b>       | (619) 797-5117     |
| <b>Event Date:</b>     | 09/24/2019                      | <b>Hours:</b>       | 10:00 AM - 2:00 PM |

|  |                              |       |
|--|------------------------------|-------|
| <b>Vehicle Parking Fee:</b> \$9.00 General Parking | <b>Projected Attendance:</b> | 1,200 |
|--|------------------------------|-------|

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| <b>Thursday</b>                  |                                |                 |               |
| Country Meadows                  | 09/24/2019 07:00 AM - 10:00 AM | Move In         | No Charge     |
| Huntington Beach Building (#12)  | 09/24/2019 07:00 AM - 10:00 AM | Move In         | No Charge     |
| Country Meadows                  | 09/24/2019 10:00 AM - 02:00 PM | Event           | 1,875.00      |
| Huntington Beach Building (#12)  | 09/24/2019 10:00 AM - 02:00 PM | Event           | 3,375.00      |

|  |               |                 |
|--|---------------|-----------------|
| Move out must be completed by 11:59PM on Tuesday - September 24, 2019 to avoid additional charges. | <b>Total:</b> | <b>5,250.00</b> |
|--|---------------|-----------------|

## Estimated Equipment Fees

| <u>Description</u>                   | <u>Date-Time</u>  | <u>Units</u> | <u>Rate</u> | <u>Actual</u>   |
|--------------------------------------|-------------------|--------------|-------------|-----------------|
| 10 MB Internet - Hard Line           | 09/24/2019        | 1.00 EA      | 150.00 DAY  | 150.00          |
| 20 Amp Drop                          | Estimate 4        | 4.00 EA      | 25.00 EA    | 100.00          |
| Barricade (Plastic)                  | Estimate 20       | 20.00 EA     | 15.00 EA    | 300.00          |
| Bleacher (100 Seat Section)          | Estimate 3        | 3.00 EA      | 250.00 EA   | 750.00          |
| Chair (Individual)                   | Estimate 100      | 100.00 EA    | 2.50 EA     | 250.00          |
| Dumpster                             | Estimate 15       | 15.00 EA     | 18.00 EA    | 270.00          |
| Electrical Splitter Box              | Estimate 4        | 4.00 EA      | 55.00 EA    | 220.00          |
| Electrical Usage                     | Estimate Only     | 1.00 EA      | 350.00 EVT  | 350.00          |
| Folding Table (Rectangular)          | TBD               | TBD EA       | 15.00 EA    | TBD             |
| Forklift                             | Estimate 18 Hours | 18.00 HR     | 75.00 EA    | 1,350.00        |
| Hang Tag - 1 Day                     | Estimate 125      | 125.00 EA    | 4.00 EA     | 500.00          |
| Picnic Table (Rectangular & Round)   | Estimate 80       | 80.00 EA     | 15.00 EA    | 1,200.00        |
| Podium                               | Estimate 1        | 1.00 EA      | 25.00 EA    | 25.00           |
| Portable Electronic Message Board    | 09/24/2019        | 2.00 EA      | 75.00 DAY   | 150.00          |
| Public Address System (Per Building) | 09/24/2019        | TBD EA       | 75.00 DAY   | TBD             |
| Sweeper (In-House)                   | Estimate 2 Hours  | 2.00 HR      | 75.00 EA    | 150.00          |
| Wireless Internet Router             | Estimate 2        | 2.00 EA      | 75.00 EA    | 150.00          |
| Wireless Microphone                  | TBD               | TBD EA       | 50.00 EA    | TBD             |
| <b>Total:</b>                        |                   |              |             | <b>5,915.00</b> |

## Reimbursable Personnel Fees

| <u>Description</u>                       | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--|--------------------------------|--------------|-------------|---------------|
| <b><u>Event Operations</u></b>           |                                |              |             |               |
| <b>Set Up</b>                            |                                |              |             |               |
| Grounds Attendant                        | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00        |
| Janitorial Attendant                     | Estimate 4 Hours               | 4.00 HR      | 23.00 HR    | 92.00         |
| Electrician                              | Estimate 1 Hour                | 1.00 HR      | 57.50 HR    | 57.50         |
| <b>Event Day</b>                         |                                |              |             |               |
| Grounds Attendant Lead                   | 09/24/2019 09:00 AM - 03:00 PM | 1.00 EA      | 30.00 HR    | 180.00        |
| Grounds Attendant                        | 09/24/2019 09:00 AM - 03:00 PM | 1.00 EA      | 23.00 HR    | 138.00        |
| Janitorial Attendant                     | 09/24/2019 09:00 AM - 03:00 PM | 2.00 EA      | 23.00 HR    | 276.00        |
| <b>Clean Up</b>                          |                                |              |             |               |
| Grounds Attendant Lead                   | Estimate 4 Hours               | 4.00 HR      | 30.00 HR    | 120.00        |
| Grounds Attendant                        | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00        |
| Janitorial Attendant                     | Estimate 4 Hours               | 4.00 HR      | 23.00 HR    | 92.00         |
| Electrician                              | Estimate 1 Hour                | 1.00 HR      | 57.50 HR    | 57.50         |
| <b><u>Event Sales &amp; Services</u></b> |                                |              |             |               |
| Event Coordinator                        | 09/24/2019 09:00 AM - 03:00 PM | 1.00 EA      | 47.00 HR    | 282.00        |
| <b><u>Parking</u></b>                    |                                |              |             |               |
| Parking Attendant                        | Estimate 5 Hours               | 5.00 HR      | 23.00 HR    | 115.00        |

# EXHIBIT A

## Event Information

|                                     |  |      |    |        |     |                 |
|-------------------------------------|--|------|----|--------|-----|-----------------|
| <b><u>Safety &amp; Security</u></b> |  |      |    |        |     |                 |
| Security Attendant                  | 09/24/2019 09:30 AM - 02:30 PM                     | 2.00 | EA | 23.00  | HR  | 230.00          |
| <b><u>Technology</u></b>            |  |      |    |        |     |                 |
| Technology Attendant                | Flat Fee (Audio Configuration)                     | 1.00 | EA | 100.00 | EVT | 100.00          |
| <b><u>Outside Services</u></b>      |  |      |    |        |     |                 |
| Emergency Medical Services          | 09/24/2019 09:30 AM - 02:30 PM                     | 2.00 | EA | 24.00  | HR  | 240.00          |
| State Fire Marshal                  | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR  | 394.50          |
| <b>Total:</b>                       |  |      |    |        |     | <b>2,742.50</b> |

### Summary

|  |                    |
|--|--------------------|
| Facility Rental Total  | \$5,250.00         |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$8,657.50         |
| Refundable Deposit   | \$1,500.00         |
| <b>Grand Total:</b>  |                    |
|  | <b>\$15,407.50</b> |

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>      |
|-------------------------|-----------------|--------------------|
| First Payment           | 06/24/2019      | \$7,703.75         |
| Second Payment          | 08/23/2019      | \$7,703.75         |
| <b>Total:</b>           |                 | <b>\$15,407.50</b> |

**Please Remit Payment in \*Check or Credit Card Only\***

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

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

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

### ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. The OCFEC Foodservice Provider shall only serve alcoholic beverages on the OCFEC property.

### OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

### OUTSIDE FOOD & BEVERAGE

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

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Richard Savage, Executive Director**

By \_\_\_\_\_ Date: \_\_\_\_\_

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

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Juan Quintero, Spectra General Manager**

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **California Online Public Schools** hereinafter, called the Rentor

**WITNESSETH:**

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

**June 6, 2019**

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

**See Exhibit A**

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

**California Connections Festival**

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

**\$15,407.50**

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

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

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

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

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

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

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

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

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

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

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

**California Connections Academy Southern California**  
**33272 Valle Road**  
**San Juan Capistrano, CA 92675**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Richard Savage, Executive Director**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

# EXHIBIT A

## Event Information

|                        |                                 |                     |                    |
|------------------------|---------------------------------|---------------------|--------------------|
| <b>Event Name:</b>     | California Connections Festival | <b>Contract No:</b> | R-097-19           |
| <b>Contact Person:</b> | Jesse Hodge                     | <b>Phone:</b>       | (619) 797-5117     |
| <b>Event Date:</b>     | 06/06/2019                      | <b>Hours:</b>       | 10:00 AM - 2:00 PM |

|  |                                    |
|--|------------------------------------|
| <b>Vehicle Parking Fee:</b> \$9.00 General Parking | <b>Projected Attendance:</b> 1,200 |
|--|------------------------------------|

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| <b>Thursday</b>                  |                                |                 |               |
| Country Meadows                  | 06/06/2019 07:00 AM - 10:00 AM | Move In         | No Charge     |
| Huntington Beach Building (#12)  | 06/06/2019 07:00 AM - 10:00 AM | Move In         | No Charge     |
| Country Meadows                  | 06/06/2019 10:00 AM - 02:00 PM | Event           | 1,875.00      |
| Huntington Beach Building (#12)  | 06/06/2019 10:00 AM - 02:00 PM | Event           | 3,375.00      |

|   |                               |
|---|-------------------------------|
| Move out must be completed by 11:59PM on Thursday - June 6, 2019 to avoid additional charges. | <b>Total:</b> <b>5,250.00</b> |
|---|-------------------------------|

## Estimated Equipment Fees

| <u>Description</u>                   | <u>Date-Time</u>        | <u>Units</u> | <u>Rate</u> | <u>Actual</u>   |
|--------------------------------------|-------------------------|--------------|-------------|-----------------|
| 10 MB Internet - Hard Line           | 06/06/2019 - 06/06/2019 | 1.00 EA      | 150.00 DAY  | 150.00          |
| 20 Amp Drop                          | Estimate 4              | 4.00 EA      | 25.00 EA    | 100.00          |
| Barricade (Plastic)                  | Estimate 20             | 20.00 EA     | 15.00 EA    | 300.00          |
| Bleacher (100 Seat Section)          | Estimate 3              | 3.00 EA      | 250.00 EA   | 750.00          |
| Chair (Individual)                   | Estimate 100            | 100.00 EA    | 2.50 EA     | 250.00          |
| Dumpster                             | Estimate 15             | 15.00 EA     | 18.00 EA    | 270.00          |
| Electrical Splitter Box              | Estimate 4              | 4.00 EA      | 55.00 EA    | 220.00          |
| Electrical Usage                     | Estimate Only           | 1.00 EA      | 350.00 EVT  | 350.00          |
| Folding Table (Rectangular)          | TBD                     | TBD EA       | 15.00 EA    | TBD             |
| Forklift                             | Estimate 18 Hours       | 18.00 HR     | 75.00 EA    | 1,350.00        |
| Hang Tag - 1 Day                     | Estimate 125            | 125.00 EA    | 4.00 EA     | 500.00          |
| Picnic Table (Rectangular & Round)   | Estimate 30             | 30.00 EA     | 15.00 EA    | 450.00          |
| Podium                               | Estimate 1              | 1.00 EA      | 25.00 EA    | 25.00           |
| Portable Electronic Message Board    | 06/06/2019 - 06/06/2019 | 2.00 EA      | 75.00 DAY   | 150.00          |
| Public Address System (Per Building) | 06/06/2019 - 06/06/2019 | TBD EA       | 75.00 DAY   | TBD             |
| Sweeper (In-House)                   | Estimate 2 Hours        | 2.00 HR      | 75.00 EA    | 150.00          |
| Wireless Internet Router             | Estimate 2              | 2.00 EA      | 75.00 EA    | 150.00          |
| Wireless Microphone                  | TBD                     | TBD EA       | 50.00 EA    | TBD             |
| <b>Total:</b>                        |                         |              |             | <b>5,165.00</b> |

## Event

| <u>Description</u>                       | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--|--------------------------------|--------------|-------------|---------------|
| <b><u>Event Operations</u></b>           |                                |              |             |               |
| <b>Set Up</b>                            |                                |              |             |               |
| Grounds Attendant                        | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00        |
| Janitorial Attendant                     | Estimate 4 Hours               | 4.00 HR      | 23.00 HR    | 92.00         |
| Electrician                              | Estimate 1 Hour                | 1.00 HR      | 57.50 HR    | 57.50         |
| <b>Event Day</b>                         |                                |              |             |               |
| Grounds Attendant Lead                   | 06/06/2019 09:00 AM - 03:00 PM | 1.00 EA      | 30.00 HR    | 180.00        |
| Grounds Attendant                        | 06/06/2019 09:00 AM - 03:00 PM | 1.00 EA      | 23.00 HR    | 138.00        |
| Janitorial Attendant                     | 06/06/2019 09:00 AM - 03:00 PM | 2.00 EA      | 23.00 HR    | 276.00        |
| <b>Clean Up</b>                          |                                |              |             |               |
| Grounds Attendant Lead                   | Estimate 4 Hours               | 4.00 HR      | 30.00 HR    | 120.00        |
| Grounds Attendant                        | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00        |
| Janitorial Attendant                     | Estimate 4 Hours               | 4.00 HR      | 23.00 HR    | 92.00         |
| Electrician                              | Estimate 1 Hour                | 1.00 HR      | 57.50 HR    | 57.50         |
| <b><u>Event Sales &amp; Services</u></b> |                                |              |             |               |
| Event Coordinator                        | 06/06/2019 09:00 AM - 03:00 PM | 1.00 EA      | 47.00 HR    | 282.00        |
| <b><u>Parking</u></b>                    |                                |              |             |               |
| Parking Attendant                        | Estimate 5 Hours               | 5.00 HR      | 23.00 HR    | 115.00        |



# EXHIBIT A

## Event Information

|                                     |  |      |    |        |     |                 |
|-------------------------------------|--|------|----|--------|-----|-----------------|
| <b><u>Safety &amp; Security</u></b> |  |      |    |        |     |                 |
| Security Attendant                  | 06/06/2019 09:30 AM - 02:30 PM                     | 2.00 | EA | 23.00  | HR  | 230.00          |
| <b><u>Technology</u></b>            |  |      |    |        |     |                 |
| Technology Attendant                | Flat Fee (Audio Configuration)                     | 1.00 | EA | 100.00 | EVT | 100.00          |
| <b><u>Outside Services</u></b>      |  |      |    |        |     |                 |
| Emergency Medical Services          | 06/06/2019 09:30 AM - 02:30 PM                     | 2.00 | EA | 24.00  | HR  | 240.00          |
| State Fire Marshal                  | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR  | 394.50          |
| <b>Total:</b>                       |  |      |    |        |     | <b>2,742.50</b> |

### Summary

|  |                    |
|--|--------------------|
| Facility Rental Total  | \$5,250.00         |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$7,907.50         |
| Refundable Deposit   | \$1,500.00         |
| <b>Grand Total:</b>  |                    |
|  | <b>\$14,657.50</b> |

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>      |
|-------------------------|-----------------|--------------------|
| First Payment           | 04/05/2019      | \$7,328.75         |
| Second Payment          | 05/06/2019      | \$7,328.75         |
| <b>Total:</b>           |                 | <b>\$14,657.50</b> |

**Please Remit Payment in \*Check or Credit Card Only\***

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

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

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

### ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. The OCFEC Foodservice Provider shall only serve alcoholic beverages on the OCFEC property.

### OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

### OUTSIDE FOOD & BEVERAGE

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

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Richard Savage, Executive Director**

By \_\_\_\_\_ Date: \_\_\_\_\_

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

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Juan Quintero, Spectra General Manager**

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **March of Dimes** hereinafter, called the Rentor

**WITNESSETH:**

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

**May 10 - 11, 2019**

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

**See Exhibit A**

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

**March of Dimes - March for Babies**

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

**\$3,419.75**

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

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

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

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

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

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

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

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

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

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

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

**March of Dimes**  
**2222 Martin, Suite #270**  
**Irvine, CA 92612**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Michele Warner, Senior Development Manager**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

# EXHIBIT A

## Event Information

**Event Name:** March of Dimes - March for Babies      **Contract No:** R-092-19  
**Contact Person:** Michele Warner      **Phone:** (949) 333-4975  
**Event Date:** 05/11/2019      **Hours:** Registration 7:30 AM  
Race 8:30 AM - 12:00 PM

**Admission Price:** Registration available online

**Vehicle Parking Fee:** No Charge      **Projected Attendance:** 4,000

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| <b>Friday</b>                    |                                |                 |               |
| Pacific Ampitheatre Run Route    | 05/10/2019 07:00 AM - 08:00 PM | Move In         | Included      |
| <b>Saturday</b>                  |                                |                 |               |
| Country Meadows                  | 05/11/2019 07:30 AM - 12:00 PM | Event           | Included      |
| Crafters Village                 | 05/11/2019 07:30 AM - 12:00 PM | Event           | Included      |
| OC Promenade                     | 05/11/2019 07:30 AM - 12:00 PM | Event           | Included      |
| Park Plaza                       | 05/11/2019 07:30 AM - 12:00 PM | Event           | Included      |
| Plaza Pacifica                   | 05/11/2019 07:30 AM - 12:00 PM | Event           | Included      |
| Pacific Ampitheatre Run Route    | 05/11/2019 07:30 AM - 12:00 PM | Event           | Included      |

**Move out must be completed by 11:59 PM on Saturday - May 11, 2019 to avoid additional charges.      Total:      Included**

## Estimated Equipment Fees

| <u>Description</u>   | <u>Date-Time</u>        | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--|-------------------------|--------------|-------------|---------------|
| Barricade (Plastic)  | TBD                     | TBD EA       | 15.00 EA    | TBD           |
| Dumpster   | Estimate 10             | 10.00 EA     | 18.00 EA    | 180.00        |
| Electrical Splitter Box  | Estimate 2              | 2.00 EA      | 55.00 EA    | Included      |
| Electrical Usage   | Estimate Only           | 1.00 EA      | 250.00 EVT  | Included      |
| Forklift   | TBD                     | TBD HR       | 75.00 EA    | TBD           |
| Hang Tag - 1 Day   | TBD                     | TBD EA       | 4.00 HR     | TBD           |
| Man Lift ( <i>Banners</i> )                                    | TBD                     | TBD HR       | 75.00 HR    | TBD           |
| Picnic Table (Rectangular & Portable Electronic Message Board) | TBD                     | TBD EA       | 15.00 EA    | TBD           |
| Portable Electronic Message Board                              | 10/14/2018 - 10/14/2018 | 2.00 EA      | 75.00 DAY   | Included      |
| Public Address System (Per Scissor Lift)                       | TBD                     | TBD EA       | 75.00 DAY   | TBD           |
| Scissor Lift   | TBD                     | TBD HR       | 75.00 HR    | TBD           |
| Sweeper (In-House)   | Estimate 8 Hours        | 8.00 HR      | 75.00 HR    | Included      |
| <b>Total:</b>  |                         |              |             | <b>180.00</b> |

## Reimbursable Personnel Fees

| <u>Description</u>                | <u>Date-Time</u>                          | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-----------------------------------|---|--------------|-------------|---------------|
| <b>Event Operations</b>           |   |              |             |               |
| <b>Set Up</b>                     |   |              |             |               |
| Grounds Attendant                 | Estimate 8 Hours                          | 8.00 HR      | 23.00 HR    | 184.00        |
| Janitorial Attendant              | Estimate 6 Hours                          | 6.00 HR      | 23.00 HR    | 138.00        |
| <b>Event Day</b>                  |   |              |             |               |
| Grounds Attendant                 | 05/11/2019 06:30 AM - 01:00 PM            | 2.00 EA      | 23.00 HR    | 299.00        |
| Janitorial Attendant              | 05/11/2019 06:30 AM - 01:00 PM            | 6.00 EA      | 23.00 HR    | 897.00        |
| <b>Clean Up</b>                   |   |              |             |               |
| Grounds Attendant                 | Estimate 8 Hours                          | 8.00 HR      | 23.00 HR    | 184.00        |
| Janitorial Attendant              | Estimate 6 Hours                          | 6.00 HR      | 23.00 HR    | 138.00        |
| <b>Event Sales &amp; Services</b> |   |              |             |               |
| Event Coordinator                 | 05/11/2019 06:30 AM - 12:00 PM            | 1.00 EA      | 47.50 HR    | 261.25        |
| <b>Safety &amp; Security</b>      |   |              |             |               |
| Security Attendant - Overnight    | 05/10/2019 08:00 PM - 05/11/2019 07:00 AM | 1.00 EA      | 23.00 HR    | 253.00        |
| Security Attendant Lead           | 05/11/2019 07:00 AM - 12:30 PM            | 1.00 EA      | 30.00 HR    | 165.00        |

|                                |  |      |    |        |    |        |
|--------------------------------|--|------|----|--------|----|--------|
| Security Attendant             | 05/11/2019 07:00 AM - 12:30 PM                     | 4.00 | EA | 23.00  | HR | 506.00 |
| <b><u>Outside Services</u></b> |  |      |    |        |    |        |
| Emergency Medical Services     | TBD  | TBD  | EA | 23.00  | HR | TBD    |
| State Fire Marshal             | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR | 394.50 |

**Total: 3,419.75**

**Summary**

|  |            |
|--|------------|
| Facility Rental Total  | Included   |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$3,419.75 |

**Grand Total: \$3,419.75**

**Payment Schedule**

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>     |
|-------------------------|-----------------|-------------------|
| First Payment           | 04/11/2019      | \$3,419.75        |
| <b>Total:</b>           |                 | <b>\$3,419.75</b> |

**Please Remit Payment in \*Check or Credit Card Only\***

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

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

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

**MARKING THE GROUNDS**

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

**OVATIONS FOOD SERVICES, L.P. dba SPECTRA**

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

**SOUND ORDINANCE**

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 7:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. All amplified music/sound must end by 9:00 PM on Sunday. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. Should the Sound Engineer/Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, **March of Dimes** must comply with request.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**May 19, 2019**

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

**See Exhibit A**

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

**Orange County Wine Society - Spring Membership**

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

**\$2,288.00**

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

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

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

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

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

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

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

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

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

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

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

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Bill Redding, President**

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

## 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. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

# EXHIBIT A

## Event Information

|                        |  |                     |                    |
|------------------------|--|---------------------|--------------------|
| <b>Event Name:</b>     | Orange County Wine Society - Spring Membership | <b>Contract No:</b> | R-089-19           |
| <b>Contact Person:</b> | Fran Gitsham                                   | <b>Phone:</b>       | (714) 287-9663     |
| <b>Event Date:</b>     | 05/19/2019                                     | <b>Hours:</b>       | 10:00 AM - 3:00 PM |

**Admission Price:** Member: TBD Guest: TBD

**Vehicle Parking Fee:** No Charge (Private Event) **Projected Attendance:** 130

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| <b>Sunday</b>                    |                                |                 |               |
| Courtyard                        | 05/19/2019 10:00 AM - 03:00 PM | Move In         | No Charge     |
| Courtyard                        | 05/19/2019 03:00 PM - 07:00 PM | Event           | 375.00        |

**Move out must be completed by 11:59 PM on Sunday - May 19, 2019 to avoid additional charges. **Total:** 375.00**

## Estimated Equipment Fees

| <u>Description</u>                 | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u>   |
|------------------------------------|------------------|--------------|-------------|-----------------|
| Dumpster                           | Estimate 4       | 4.00 EA      | 18.00 EA    | 72.00           |
| Electrical Splitter Box            | Estimate 3       | 3.00 EA      | 55.00 EA    | 165.00          |
| Electrical Usage                   | Estimate Only    | 1.00 EA      | 200.00 EVT  | 200.00          |
| Forklift                           | Estimate 4 Hours | 4.00 HR      | 75.00 HR    | 300.00          |
| Picnic Table (Rectangular & Round) | Estimate 22      | 22.00 EA     | 15.00 EA    | 330.00          |
| Straw Bale                         | TBD              | TBD EA       | 5.00 EA     | TBD             |
| Sweeper (In-House)                 | Estimate 1 Hours | 1.00 HR      | 75.00 HR    | 75.00           |
| <b>Total:</b>                      |                  |              |             | <b>1,142.00</b> |

## Reimbursable Personnel Fees

| <u>Description</u>             | <u>Date-Time</u>            | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--------------------------------|-----------------------------|--------------|-------------|---------------|
| <b><u>Event Operations</u></b> |                             |              |             |               |
| <b>Set Up</b>                  |                             |              |             |               |
| Grounds Attendant Lead         | 05/20/2019 10:00 AM - 12:00 | 1.00 EA      | 30.00 HR    | 60.00         |
| Grounds Attendant              | 05/20/2019 10:00 AM - 12:00 | 2.00 EA      | 23.00 HR    | 92.00         |
| Electrician                    | Estimate 1 Hour             | 1.00 HR      | 57.50 HR    | 57.50         |
| <b>Clean Up</b>                |                             |              |             |               |
| Grounds Attendant Lead         | Estimate 4 Hours            | 4.00 HR      | 30.00 HR    | 120.00        |
| Grounds Attendant              | Estimate 4 Hours            | 4.00 HR      | 23.00 HR    | 92.00         |
| Janitorial Attendant           | Estimate 4 Hours            | 4.00 HR      | 23.00 HR    | 92.00         |
| Electrician                    | Estimate 1 Hour             | 1.00 HR      | 57.50 HR    | 57.50         |
| <b>Total:</b>                  |                             |              |             | <b>571.00</b> |

### Summary

|  |            |
|--|------------|
| Facility Rental Total  | \$375.00   |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$1,713.00 |
| Refundable Deposit   | \$200.00   |

**Grand Total: \$2,288.00**

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>     |
|-------------------------|-----------------|-------------------|
| First Payment           | 04/26/2019      | \$2,288.00        |
| <b>Total:</b>           |                 | <b>\$2,288.00</b> |

**Please Remit Payment in \*Check Only\***

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

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



REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Magic Trees Inc.** hereinafter, called the Rentor

**WITNESSETH:**

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

**November 27 - December 13, 2019**

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

**See Exhibit A**

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

**Christmas Tree Lot**

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

**\$17,751.00**

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

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

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

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

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

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

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

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

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

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

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

**Magic Trees Inc.**  
**371 Country Side Road**  
**Oak Park, CA 91377**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Lauri Hoffman, Owner**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
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12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
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20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

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

# EXHIBIT A

## Event Information

|                        |                         |                     |                   |
|------------------------|-------------------------|---------------------|-------------------|
| <b>Event Name:</b>     | Christmas Tree Lot      | <b>Contract No:</b> | R-085-19          |
| <b>Contact Person:</b> | Lauri Hoffman           | <b>Phone:</b>       | (818) 384-8834    |
| <b>Event Dates:</b>    | 11/30/2019 - 12/13/2019 | <b>Hours:</b>       | 9:00 AM - 9:00 PM |

|                                  |                                     |
|----------------------------------|-------------------------------------|
| <b>Vehicle Parking Fee:</b> Free | <b>Projected Attendance:</b> 25,000 |
|----------------------------------|-------------------------------------|

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>                         | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--|-----------------|---------------|
| Portion of Parking Lot E         | 11/27/2019 - 11/29/2019 @ 487.50 Per/Day | Move In         | 1,462.50      |
| Portion of Parking Lot E         | 11/30/2019 - 12/11/2019 @ 975.00 Per/Day | Event           | 11,700.00     |
| Portion of Parking Lot E         | 12/12/2019 - 12/13/2019 @ 487.50 Per/Day | Move Out        | 975.00        |

Move out must be completed by 11:59 PM on Friday - December 13, 2019 to avoid additional charges. **Total: 14,137.50**

## Estimated Equipment Fees

| <u>Description</u>          | <u>Date-Time</u>      | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-----------------------------|-----------------------|--------------|-------------|---------------|
| 40 Yard Dumpster*           | TBD                   | TBD EA       | 136.86 EA   | TBD           |
| Barricade (Plastic)         | Estimate 8            | 8.00 EA      | 15.00 EA    | 120.00        |
| Cable Ramp                  | Estimate 12           | 12.00 EA     | 15.00 EA    | 180.00        |
| Dumpster                    | Estimate 10           | 10.00 EA     | 18.00 EA    | 180.00        |
| Electrical Splitter Box     | Estimate 2            | 2.00 EA      | 55.00 EA    | 110.00        |
| Electrical Usage            | Estimate Only         | 1.00 EA      | 800.00 EVT  | 800.00        |
| Folding Table (Rectangular) | Estimate 2            | 2.00 EA      | 15.00 EA    | 30.00         |
| Forklift                    | TBD                   | TBD HR       | 75.00 HR    | TBD           |
| Garden Hose                 | TBD                   | TBD HR       | TBD EA      | TBD           |
| Hose Adaptor                | TBD                   | TBD HR       | TBD EA      | TBD           |
| Hauling Fee*                | TBD (2018 = \$447.59) | TBD TON      | 50.92 EVT   | TBD           |
| Landfill Fee*               | TBD                   | TBD HR       | TBD EA      | TBD           |
| Pallet                      | TBD                   | TBD HR       | TBD EA      | TBD           |
| Pallet Jack                 | TBD                   | TBD HR       | TBD EA      | TBD           |
| Garden Hose                 | TBD                   | TBD HR       | TBD EA      | TBD           |

**Total: 1,420.00**

\*40 Yard Dumpster, Hauling and Landfill Fees will be itemized and deducted from Refundable Deposit.

## Reimbursable Personnel Fees

| <u>Description</u>                   | <u>Date-Time</u>                                   | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--------------------------------------|--|--------------|-------------|---------------|
| <b><u>Event Operations</u></b>       |  |              |             |               |
| Grounds Attendant                    | Estimate 8 Hours                                   | 8.00 HR      | 23.00 HR    | 184.00        |
| Electrician                          | Estimate 2 Hours                                   | 2.00 HR      | 57.50 HR    | 115.00        |
| <b><u>Outside Services</u></b>       |  |              |             |               |
| State Fire Marshal                   | Estimate Only (Plan Review and/or Site Inspection) | 1.50 HR      | 263.00 HR   | 394.50        |
| Trash Collection & Sweeping Services | TBD  | TBD EA       | TBD EVT     | TBD           |

**Total: 693.50**

## Summary

|  |             |
|--|-------------|
| Facility Rental Total  | \$14,137.50 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$2,113.50  |
| Refundable Deposit   | \$1,500.00  |

**Grand Total: \$17,751.00**

## Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|---------------|
| First Payment           | 07/26/2019      | \$1,000.00    |
| Second Payment          | 08/27/2019      | \$5,583.50    |
| Third Payment           | 09/27/2019      | \$5,583.75    |
| Fourth Payment          | 10/28/2019      | \$5,583.75    |

**Total: \$17,751.00**

# EXHIBIT A

## Event Information

Please Remit Payment in \*Check Only\*

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

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

**Compliance with the Office of the State Fire Marshal requires adherence to all guidelines as follows:**

- No unapproved/illegal temporary wiring.
- All combustible storage/pallets must be removed from all work tent locations after business hours and secured properly to avoid contact with energized electrical or heating equipment.
- The public must not be allowed to enter Christmas tree work/cutting tent locations as these can be hazardous areas. Barricading must be provided to restrict access.
- Illuminated exit signage must be provided for/at the main tent.
- “No Smoking” signs must be provided throughout the fenced and tented locations/areas.
- Paint is not permitted on concrete/asphalt surfaces. Spray Chalk is allowed.
- All tents and canopies shall meet the minimum flame resistance requirements listed in the California Code of Regulation T-19 & NFPA 701.
- Current tagged fire extinguishers must be provided on site.
- Access must be provided and maintained for all 2A10BC portable fire extinguishers for the entire run of the event.
- Fire and emergency access must be maintained for the entire run of the event.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Sugar Plum Festivals** hereinafter, called the Rentor

**WITNESSETH:**

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

**November 4 - 10, 2019**

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

**See Exhibit A**

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

**Sugar Plum Arts & Crafts Festivals**

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

**\$34,288.25**

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

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

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

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

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

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

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

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

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

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

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

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Camilla Richter, Promoter**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

# EXHIBIT A

## Event Information

|                        |                                    |                     |                             |
|------------------------|------------------------------------|---------------------|-----------------------------|
| <b>Event Name:</b>     | Sugar Plum Arts & Crafts Festivals | <b>Contract No:</b> | R-076-19                    |
| <b>Contact Person:</b> | Camilla Richter                    | <b>Phone:</b>       | (562) 598-0857              |
| <b>Event Dates:</b>    | 11/07/2019 - 11/09/2019            | <b>Hours:</b>       | Thursday: 9:00 AM - 8:00 PM |

**Admission Price:** Free

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

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| <b>Monday</b>                    |                                |                 |               |
| Costa Mesa Building (#10)        | 11/04/2019 03:00 PM - 10:00 PM | Move In         | 1,093.75      |
| <b>Tuesday</b>                   |                                |                 |               |
| Costa Mesa Building (#10)        | 11/05/2019 08:00 AM - 10:00 PM | Move In         | 2,187.50      |
| <b>Wednesday</b>                 |                                |                 |               |
| Costa Mesa Building (#10)        | 11/06/2019 08:00 AM - 10:00 PM | Move In         | 2,187.50      |
| <b>Thursday</b>                  |                                |                 |               |
| Costa Mesa Building (#10)        | 11/07/2019 09:00 AM - 08:00 PM | Event           | 4,375.00      |
| <b>Friday</b>                    |                                |                 |               |
| Costa Mesa Building (#10)        | 11/08/2019 09:00 AM - 08:00 PM | Event           | 4,375.00      |
| <b>Saturday</b>                  |                                |                 |               |
| Costa Mesa Building (#10)        | 11/09/2019 09:00 AM - 05:00 PM | Event           | 4,375.00      |
| <b>Sunday</b>                    |                                |                 |               |
| Costa Mesa Building (#10)        | 11/10/2019 06:00 AM - 12:00 PM | Move Out        | No Charge     |

**Move out must be completed by 12:00 PM on Sunday - November 10, 2019 to avoid additional charges.      Total: 18,593.75**

## Estimated Equipment Fees

| <u>Description</u>                   | <u>Date-Time</u>        | <u>Units</u> | <u>Rate</u>  | <u>Actual</u>   |
|--------------------------------------|-------------------------|--------------|--------------|-----------------|
| 10 MB Internet - Hard Line           | 11/07/2019 - 11/09/2019 | 1.00 EA      | 150.00 DAY   | 450.00          |
| 25 MB Internet - Hard Line           | TBD                     | TBD EA       | 250.00 DAY   | TBD             |
| Barricade (Plastic)                  | TBD                     | TBD EA       | 15.00 EA     | TBD             |
| Bench (Metal)                        | TBD                     | TBD EA       | 15.00 EA     | TBD             |
| Dumpster                             | Estimate 21             | 21.00 EA     | 18.00 EA     | 378.00          |
| Electrical Usage                     | Estimate Only           | 1.00 EA      | 1,500.00 EVT | 1,500.00        |
| Hang Tag - 3 Day                     | Estimate 140            | 140.00 EA    | 12.00 EA     | 1,680.00        |
| Marquee Board                        | 11/03/2019 - 11/09/2019 | 1.00 WK      | Included     | Included        |
| Portable Electronic Message Board    | 11/07/2019 - 11/09/2019 | 2.00 EA      | 75.00 DAY    | 450.00          |
| Public Address System (Per Building) | 11/04/2019 - 11/09/2019 | 1.00 EA      | 75.00 DAY    | 450.00          |
| Sweeper (In-House)                   | Estimate 5 Hours        | 5.00 HR      | 75.00 HR     | 375.00          |
| Umbrella w/ Stand                    | TBD                     | TBD EA       | 15.00 EA     | TBD             |
| <b>Total:</b>                        |                         |              |              | <b>5,283.00</b> |

## Reimbursable Personnel Fees

| <u>Description</u>      | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-------------------------|--------------------------------|--------------|-------------|---------------|
| <b>Event Operations</b> |                                |              |             |               |
| <b>Set Up</b>           |                                |              |             |               |
| Grounds Attendant       | Estimate 4 Hours               | 4.00 HR      | 23.00 HR    | 92.00         |
| <b>Event Day</b>        |                                |              |             |               |
| Grounds Attendant Lead  | 11/07/2019 08:00 AM - 08:00 PM | 1.00 EA      | 30.00 HR    | 360.00        |
| Grounds Attendant       | 11/07/2019 08:00 AM - 08:00 PM | 1.00 EA      | 23.00 HR    | 276.00        |
| Janitorial Attendant    | 11/07/2019 08:00 AM - 08:00 PM | 2.00 EA      | 23.00 HR    | 552.00        |
| Grounds Attendant Lead  | 11/08/2019 08:00 AM - 08:00 PM | 1.00 EA      | 30.00 HR    | 360.00        |
| Grounds Attendant       | 11/08/2019 08:00 AM - 08:00 PM | 1.00 EA      | 23.00 HR    | 276.00        |
| Janitorial Attendant    | 11/08/2019 08:00 AM - 08:00 PM | 2.00 EA      | 23.00 HR    | 552.00        |

# EXHIBIT A

## Event Information

|                        |                                |      |    |       |    |        |
|------------------------|--------------------------------|------|----|-------|----|--------|
| Grounds Attendant Lead | 11/09/2019 08:00 AM - 05:00 PM | 1.00 | EA | 30.00 | HR | 270.00 |
| Grounds Attendant      | 11/09/2019 08:00 AM - 05:00 PM | 1.00 | EA | 23.00 | HR | 207.00 |
| Janitorial Attendant   | 11/09/2019 08:00 AM - 05:00 PM | 2.00 | EA | 23.00 | HR | 414.00 |

### **Clean Up**

|                        |                  |      |    |       |    |        |
|------------------------|------------------|------|----|-------|----|--------|
| Grounds Attendant Lead | Estimate 4 Hours | 4.00 | HR | 30.00 | HR | 120.00 |
| Grounds Attendant      | Estimate 8 Hours | 8.00 | HR | 23.00 | HR | 184.00 |
| Janitorial Attendant   | Estimate 8 Hours | 8.00 | HR | 23.00 | HR | 184.00 |

### **Event Sales & Services**

|                   |                                |      |    |       |    |        |
|-------------------|--------------------------------|------|----|-------|----|--------|
| Event Coordinator | 11/07/2019 08:00 AM - 08:00 PM | 1.00 | EA | 47.00 | HR | 564.00 |
| Event Coordinator | 11/08/2019 08:00 AM - 08:00 PM | 1.00 | EA | 47.00 | HR | 564.00 |
| Event Coordinator | 11/09/2019 08:00 AM - 05:00 PM | 1.00 | EA | 47.00 | HR | 423.00 |

### **Parking**

|                        |                   |       |    |       |    |        |
|------------------------|-------------------|-------|----|-------|----|--------|
| Parking Attendant Lead | Estimate 10 Hours | 10.00 | HR | 30.00 | HR | 300.00 |
| Parking Attendant      | Estimate 20 Hours | 20.00 | HR | 23.00 | HR | 460.00 |

### **Technology**

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

### **Insurance**

|                    |                         |      |    |        |     |        |
|--------------------|-------------------------|------|----|--------|-----|--------|
| S.E.L.I. Insurance | 11/07/2019 - 11/09/2019 | 1.00 | EA | 225.00 | DAY | 675.00 |
|--------------------|-------------------------|------|----|--------|-----|--------|

*(Includes coverage for move-in/move-out period listed on Rental Agreement)*

### **Outside Services**

|                            |   |      |    |        |    |        |
|----------------------------|---|------|----|--------|----|--------|
| Emergency Medical Services | 11/07/2019 08:30 AM - 08:30 PM                        | 2.00 | EA | 24.00  | HR | 576.00 |
| Emergency Medical Services | 11/08/2019 08:30 AM - 08:30 PM                        | 2.00 | EA | 24.00  | HR | 576.00 |
| Emergency Medical Services | 11/09/2019 08:30 AM - 05:30 PM                        | 2.00 | EA | 24.00  | HR | 432.00 |
| State Fire Marshal         | Estimate Only (Plan Review<br>and/or Site Inspection) | 1.50 | HR | 263.00 | HR | 394.50 |

**Total: 8,911.50**

### **Summary**

|  |             |
|--|-------------|
| Facility Rental Total  | \$18,593.75 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$14,194.50 |
| Refundable Deposit   | \$1,500.00  |

**Grand Total: \$34,288.25**

### **Payment Schedule**

| <b><u>Payment Schedule</u></b> | <b><u>Due Date</u></b> | <b><u>Amount</u></b> |
|--------------------------------|------------------------|----------------------|
| First Payment                  | 05/03/2019             | \$8,572.06           |
| Second Payment                 | 07/05/2019             | \$8,572.07           |
| Third Payment                  | 09/04/2019             | \$8,572.06           |
| Fourth Payment                 | 10/04/2019             | \$8,572.06           |

**Total: \$34,288.25**

Please Remit Payment in \*Check Only\*

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

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

### **OVATIONS FOOD SERVICES, L.P. dba SPECTRA**

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



REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Pacific Symphony** hereinafter, called the Rentor

**WITNESSETH:**

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

**July 3 - 5, 2019**

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

**See Exhibit A**

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

**Pacific Symphony July**

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

**\$72,839.63**

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

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

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

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

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

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

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

**Pacific Symphony**  
**17620 Fitch Avenue, Ste. 100**  
**Irvine, CA 92614**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: John Forsyte, President**

**Title: Kathy Kramer, Chief Executive Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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# EXHIBIT A

## Event Information

|                             |                              |                              |                                  |
|-----------------------------|------------------------------|------------------------------|----------------------------------|
| <b>Event Name:</b>          | Pacific Symphony July        | <b>Contract No:</b>          | R-061-19                         |
| <b>Contact Person:</b>      | Frank Terraglio              | <b>Phone:</b>                | (714) 876-2381                   |
| <b>Event Date:</b>          | 07/04/2019                   | <b>Hours:</b>                | <b>Picnic:</b> 6:00 PM - 8:00 PM |
|                             |                              | <b>Doors:</b>                | 6:00 PM                          |
| <b>Admission Price:</b>     | TBD                          | <b>Event:</b>                | 8:00 PM - 10:00 PM               |
| <b>Vehicle Parking Fee:</b> | Parking Buyout (See Summary) | <b>Projected Attendance:</b> | 5,000                            |

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| <b>Wednesday</b>                 |                                |                 |               |
| Pacific Ampitheatre              | 07/03/2019 08:00 AM - 08:00 PM | Move In         | 4,487.50*     |
| Plaza Pacifica                   | 07/03/2019 08:00 AM - 08:00 PM | Move In         | 725.00*       |
| Plaza Pacifica Lobby             | 07/03/2019 08:00 AM - 08:00 PM | Move In         | 500.00*       |
| <b>Thursday</b>                  |                                |                 |               |
| Pacific Ampitheatre              | 07/04/2019 06:00 PM - 10:00 PM | Event           | 8,975.00*     |
| Plaza Pacifica                   | 07/04/2019 06:00 PM - 10:00 PM | Event           | 1,450.00*     |
| Plaza Pacifica Lobby             | 07/04/2019 06:00 PM - 10:00 PM | Event           | 1,000.00*     |
| <b>Friday</b>                    |                                |                 |               |
| Pacific Ampitheatre              | 07/05/2019 06:00 AM - 11:59 PM | Move Out        | 4,487.50*     |
| Plaza Pacifica                   | 07/05/2019 06:00 AM - 11:59 PM | Move Out        | 725.00*       |
| Plaza Pacifica Lobby             | 07/05/2019 06:00 AM - 11:59 PM | Move Out        | 500.00*       |

Move out must be completed by 11:59 PM on Friday - July 5, 2019 to avoid additional charges.

**\*Waived Facility Total: 22,850.00**

## Estimated Equipment Fees

| <u>Description</u>                 | <u>Date-Time</u>        | <u>Units</u> | <u>Rate</u>  | <u>Actual</u>    |
|------------------------------------|-------------------------|--------------|--------------|------------------|
| Barricade (Plastic)                | Estimate 105            | 105.00 EA    | 15.00 EA     | 1,575.00         |
| Bench (Metal)                      | Estimate 18             | 18.00 EA     | 15.00 EA     | 270.00           |
| Chair (Individual)                 | Estimate 185            | 185.00 EA    | 2.50 EA      | 462.50           |
| Dumpster                           | Estimate 25             | 25.00 EA     | 18.00 EA     | 450.00           |
| Electrical Splitter Box            | Estimate 3              | 3.00 EA      | 55.00 EA     | 165.00           |
| Electrical Usage                   | Estimate Only           | 1.00 EA      | 2,000.00 EVT | 2,000.00         |
| Forklift                           | Estimate 50 Hours       | 50.00 HR     | 75.00 HR     | 3,750.00         |
| Man Lift                           | Estimate 30 Hours       | 30.00 HR     | 75.00 HR     | 2,250.00         |
| Marquee Board                      | 06/28/2019 - 07/04/2019 | 1.00 WK      | Included     | Included         |
| Picnic Table (Rectangular & Round) | TBD                     | TBD EA       | 15.00 EA     | TBD              |
| Portable Electronic Message Board  | 07/04/2019 - 07/04/2019 | 2.00 EA      | 75.00 DAY    | 150.00           |
| Stanchion                          | Estimate 40             | 40.00 EA     | 5.00 EA      | 200.00           |
| Sweeper (In-House)                 | Estimate 6 Hours        | 6.00 HR      | 75.00 HR     | 450.00           |
| <b>Total:</b>                      |                         |              |              | <b>11,722.50</b> |

## Reimbursable Personnel Fees

| <u>Description</u>                     | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--|--------------------------------|--------------|-------------|---------------|
| <b><u>Admissions/Parking Sales</u></b> |                                |              |             |               |
| Admissions Office                      | 07/04/2019 03:00 PM - 11:00 PM | 1.00 EA      | 34.50 HR ** | 276.00        |
| Money Room Attendant                   | 07/04/2019 03:00 PM - 11:00 PM | 1.00 EA      | 39.00 HR ** | 312.00        |
| Ticket Seller Lead                     | 07/04/2019 03:00 PM - 09:00 PM | 1.00 EA      | 45.00 HR ** | 270.00        |
| Ticket Taker Lead                      | 07/04/2019 04:00 PM - 09:30 PM | 1.00 EA      | 45.00 HR ** | 247.50        |
| Ticket Seller                          | 07/04/2019 03:00 PM - 09:00 PM | 6.00 EA      | 34.50 HR ** | 1,242.00      |
| Ticket Taker                           | 07/04/2019 04:00 PM - 09:30 PM | 14.00 EA     | 34.50 HR ** | 2,656.50      |
| <b><u>Event Operations</u></b>         |                                |              |             |               |
| <b>Set Up</b>                          |                                |              |             |               |
| Grounds Attendant Lead                 | Estimate 10 Hours              | 10.00 HR     | 30.00 HR    | 300.00        |
| Grounds Attendant                      | Estimate 40 Hours              | 40.00 HR     | 23.00 HR    | 920.00        |
| Grounds Attendant (Banners)            | Estimate 14 Hours              | 14.00 HR     | 23.00 HR    | 322.00        |
| Janitorial Attendant                   | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00        |
| Electrician                            | Estimate 2 Hours               | 2.00 HR      | 57.50 HR    | 115.00        |

# EXHIBIT A

## Event Information

### **Event Day**

|                               |                                |       |    |       |    |    |          |
|-------------------------------|--------------------------------|-------|----|-------|----|----|----------|
| Grounds Attendant Lead        | 07/04/2019 06:00 PM - 10:00 PM | 1.00  | EA | 45.00 | HR | ** | 180.00   |
| Grounds Attendant (Picnic)    | 07/04/2019 04:30 PM - 08:30 PM | 2.00  | EA | 34.50 | HR | ** | 276.00   |
| Janitorial Attendant (Picnic) | 07/04/2019 04:30 PM - 08:30 PM | 5.00  | EA | 34.50 | HR | ** | 690.00   |
| Grounds Attendant             | 07/04/2019 06:00 PM - 10:00 PM | 4.00  | EA | 34.50 | HR | ** | 552.00   |
| Janitorial Attendant Lead     | 07/04/2019 06:00 PM - 10:00 PM | 1.00  | EA | 45.00 | HR | ** | 180.00   |
| Janitorial Attendant          | 07/04/2019 06:00 PM - 10:00 PM | 10.00 | EA | 34.50 | HR | ** | 1,380.00 |
| Electrician                   | 07/04/2019 06:00 PM - 10:00 PM | 1.00  | EA | 86.25 | HR | ** | 345.00   |

### **Clean Up**

|                             |                   |       |    |       |    |  |        |
|-----------------------------|-------------------|-------|----|-------|----|--|--------|
| Grounds Attendant Lead      | Estimate 10 Hours | 10.00 | HR | 30.00 | HR |  | 300.00 |
| Grounds Attendant           | Estimate 40 Hours | 40.00 | HR | 23.00 | HR |  | 920.00 |
| Grounds Attendant (Banners) | Estimate 14 Hours | 14.00 | HR | 23.00 | HR |  | 322.00 |
| Janitorial Attendant        | Estimate 21 Hours | 21.00 | HR | 23.00 | HR |  | 483.00 |
| Electrician                 | Estimate 2 Hours  | 2.00  | HR | 57.50 | HR |  | 115.00 |

### **Event Sales & Services**

|                   |                                |      |    |       |    |    |        |
|-------------------|--------------------------------|------|----|-------|----|----|--------|
| Event Coordinator | 07/04/2019 12:00 PM - 10:00 PM | 1.00 | EA | 70.50 | HR | ** | 705.00 |
|-------------------|--------------------------------|------|----|-------|----|----|--------|

### **Parking**

|                        |                   |       |    |       |    |    |          |
|------------------------|-------------------|-------|----|-------|----|----|----------|
| Parking Attendant Lead | Estimate 30 Hours | 30.00 | EA | 45.00 | HR | ** | 1,350.00 |
| Parking Attendant      | Estimate 60 Hours | 60.00 | EA | 34.50 | HR | ** | 2,070.00 |

### **Safety & Security**

|                                     |   |       |    |       |    |     |          |
|-------------------------------------|---|-------|----|-------|----|-----|----------|
| Security Attendant - Overnight      | 07/03/2019 08:00 PM - 07/04/2019 08:00 AM | 1.00  | EA | 23.00 | HR |     | 276.00   |
| Security Attendant Lead (Picnic)*** | 07/04/2019 04:30 PM - 11:00 PM            | 1.00  | EA | 41.25 | HR | *** | 268.13   |
| Security Attendant (Picnic)***      | 07/04/2019 04:30 PM - 08:30 PM            | 4.00  | EA | 35.25 | HR | *** | 564.00   |
| Security Attendant Lead***          | 07/04/2019 05:00 PM - 11:00 PM            | 2.00  | EA | 41.25 | HR | *** | 495.00   |
| Security Attendant***               | 07/04/2019 05:00 PM - 11:00 PM            | 26.00 | EA | 35.25 | HR | *** | 5,499.00 |

\*\*\*Outside contractor charges may vary based on applicable rates.

Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.

### **Ushers**

|                         |                                |       |    |       |    |     |           |
|-------------------------|--------------------------------|-------|----|-------|----|-----|-----------|
| Usher Attendant Lead*** | 07/04/2019 05:00 PM - 11:00 PM | 3.00  | EA | 41.25 | HR | *** | 742.50    |
| Usher Attendant***      | 07/04/2019 05:00 PM - 11:00 PM | 55.00 | EA | 35.25 | HR | *** | 11,632.50 |

\*\*\*Outside contractor charges may vary based on applicable rates.

Usher staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.

### **Technology**

|                      |                  |      |    |       |    |  |        |
|----------------------|------------------|------|----|-------|----|--|--------|
| Technology Attendant | Estimate 5 Hours | 5.00 | HR | 47.00 | HR |  | 235.00 |
|----------------------|------------------|------|----|-------|----|--|--------|

### **Outside Services**

|                                      |  |      |    |          |     |    |          |
|--------------------------------------|--|------|----|----------|-----|----|----------|
| Emergency Medical Services           | 07/04/2019 05:30 PM - 11:00 PM                     | 4.00 | EA | 36.00    | HR  | ** | 792.00   |
| Fencing For Perimeter                | Estimate Only                                      | 1.00 | EA | 2,900.00 | EVT |    | 2,900.00 |
| Local 504 Union Costs                | To Be Paid Directly to Local 504                   | TBD  | EA | TBD      | EVT |    | TBD      |
| Rigging Setup & Teardown             | Estimate Only                                      | 1.00 | EA | 1,000.00 | EVT |    | 1,000.00 |
| Sound Engineer                       | 07/03/2019 - 07/04/2019                            | 1.00 | EA | 750.00   | DAY |    | 1,500.00 |
| State Fire Marshal                   | Estimate Only (Plan Review and/or Site Inspection) | TBD  | HR | 263.00   | HR  |    | TBD      |
| Trash Collection & Sweeping Services | Estimate Only                                      | 1.00 | EA | 4,500.00 | EVT |    | 4,500.00 |

**Total: 47,117.13**

\*\* State Holiday Rates

## Summary

### **OCFEC Waived Facility Rental**

|                       |             |
|-----------------------|-------------|
| Facility Rental Total | \$22,850.00 |
|-----------------------|-------------|

**Waived Grand Total: \$22,850.00**

# EXHIBIT A

## Event Information

### Pacific Symphony

|  |             |
|--|-------------|
| Estimated Equipment, Reimbursable Personnel and Services Total | \$58,839.63 |
| Parking Buyout   | \$10,000.00 |
| Refundable Deposit   | \$4,000.00  |

**Grand Total:** **\$72,839.63**

### Payment Schedule

#### Payment Schedule

|                | <u>Due Date</u> | <u>Amount</u> |
|----------------|-----------------|---------------|
| First Payment  | 05/03/2019      | \$36,419.81   |
| Second Payment | 06/03/2019      | \$36,419.82   |

**Total:** **\$72,839.63**

Please Remit Payment in \*Check Only\*

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

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Newport Mesa School District** hereinafter, called the Rentor

**WITNESSETH:**

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

**October 16, 2019**

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

**See Exhibit A**

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

**NMUSD College & Career Night**

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

**In-Kind Trade = \$6,300.00**  
**Payment = \$9,550.00**

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

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

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

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

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

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

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

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

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

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

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

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: John C. Drake, Director, K12 Curriculum**

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

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

# EXHIBIT A

## Event Information

|                             |                              |                              |                               |
|-----------------------------|------------------------------|------------------------------|-------------------------------|
| <b>Event Name:</b>          | NMUSD College & Career Night | <b>Contract No:</b>          | R-026-19                      |
| <b>Contact Person:</b>      | Breck Lytle                  | <b>Phone:</b>                | (714) 424-5031                |
| <b>Event Date:</b>          | 10/16/2019                   | <b>Hours:</b>                | Wednesday: 7:00 AM - 11:59 PM |
| <b>Vehicle Parking Fee:</b> | In-Kind Trade (See Summary)  | <b>Projected Attendance:</b> | 3,000                         |

## Facility Rental Fees

| <u>Facility and/or Area Fees</u>        | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u>   |
|---|--------------------------------|-----------------|-----------------|
| <b>Wednesday</b>                        |                                |                 |                 |
| Costa Mesa Building (#10)               | 10/16/2019 06:30 PM - 09:00 PM | Move In/Event   | 4,375.00        |
| Santa Ana Pavilion (Parade of Products) | 10/16/2019 06:30 PM - 09:00 PM | Move In/Event   | 1,975.00        |
| <b>Total:</b>                           |                                |                 | <b>6,350.00</b> |

## Estimated Equipment Fees

| <u>Description</u>                | <u>Date-Time</u>        | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-----------------------------------|-------------------------|--------------|-------------|---------------|
| Dumpster                          | Estimate 5              | 5.00 EA      | 18.00 EA    | 90.00         |
| Electrical Usage                  | Estimate Only           | 1.00 EA      | 300.00 EVT  | 300.00        |
| Forklift                          | TBD                     | TBD HR       | 75.00 HR    | TBD           |
| Marquee Board                     | 10/10/2019 - 10/16/2019 | 1.00 WK      | Included    | Included      |
| Portable Electronic Message Board | 10/16/2019              | 2.00 EA      | 75.00 DAY   | 150.00        |
| Scissor Lift                      | TBD                     | TBD HR       | 75.00 HR    | TBD           |
| Sweeper (In-House)                | Estimate 3 Hours        | 3.00 HR      | 75.00 HR    | 225.00        |
| <b>Total:</b>                     |                         |              |             | <b>765.00</b> |

## Reimbursable Personnel Fees

| <u>Description</u>                       | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u> | <u>Actual</u>   |
|--|--------------------------------|--------------|-------------|-----------------|
| <b><u>Event Operations</u></b>           |                                |              |             |                 |
| <b>Set Up</b>                            |                                |              |             |                 |
| Grounds Attendant Lead                   | Estimate 3 Hours               | 3.00 HR      | 30.00 HR    | 90.00           |
| Grounds Attendant                        | Estimate 3 Hours               | 3.00 HR      | 23.00 HR    | 69.00           |
| <b>Event Day</b>                         |                                |              |             |                 |
| Grounds Attendant Lead                   | 10/16/2019 04:00 PM - 09:00 PM | 1.00 EA      | 30.00 HR    | 150.00          |
| Grounds Attendant                        | 10/16/2019 05:30 PM - 09:00 PM | 1.00 EA      | 23.00 HR    | 80.50           |
| Janitorial Attendant                     | 10/16/2019 04:00 PM - 09:00 PM | 3.00 EA      | 23.00 HR    | 345.00          |
| <b>Clean Up</b>                          |                                |              |             |                 |
| Grounds Attendant Lead                   | Estimate 3 Hours               | 3.00 HR      | 30.00 HR    | 90.00           |
| Grounds Attendant                        | Estimate 6 Hours               | 6.00 HR      | 23.00 HR    | 138.00          |
| Janitorial Attendant                     | Estimate 4 Hours               | 4.00 HR      | 23.00 HR    | 92.00           |
| <b><u>Event Sales &amp; Services</u></b> |                                |              |             |                 |
| Event Coordinator                        | 10/16/2019 05:30 PM - 09:00 PM | 1.00 EA      | 47.00 HR    | 164.50          |
| <b><u>Outside Services</u></b>           |                                |              |             |                 |
| Emergency Medical Services               | 10/16/2019 05:00 PM - 09:30 PM | 2.00 EA      | 24.00 HR    | 216.00          |
| <b>Total:</b>                            |                                |              |             | <b>1,435.00</b> |

## Summary

|  |  |                   |
|--|--|-------------------|
| <b><u>OCFEC In-Kind Trade</u></b>                              |  |                   |
| Vehicle Parking Fee  |  | \$6,300.00        |
| <b><u>Newport Mesa Unified School District</u></b>             |  |                   |
| Facility Rental Total  |  | \$6,350.00        |
| Estimated Equipment, Reimbursable Personnel and Services Total |  | \$2,200.00        |
| Refundable Deposit   |  | \$1,000.00        |
| <b>Grand Total:</b>  |  | <b>\$9,550.00</b> |



# EXHIBIT A

## Event Information

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>     |
|-------------------------|-----------------|-------------------|
| First Payment           | 05/16/2019      | \$2,387.50        |
| Second Payment          | 07/16/2019      | \$2,387.50        |
| Third Payment           | 08/16/2019      | \$2,387.50        |
| Fourth Payment          | 09/16/2019      | \$2,387.50        |
|                         | <b>Total:</b>   | <b>\$9,550.00</b> |

Please Remit Payment in \*Check Only\*

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

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

### IN-KIND TRADE

|                     |                      |            |
|---------------------|----------------------|------------|
| Vehicle Parking Fee | In-Kind Trade Total: | \$6,300.00 |
|---------------------|----------------------|------------|

Per Parking Lot Trade agreement between OC Fair & Event Center (OCFEC) and Newport Mesa Unified School District (NMUSD), OCFEC to provide parking at no charge for seven-hundred (700) vehicles. The In-Kind Trade value is \$6,300.00.

### OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED

DATE March 28, 2019

APPROVED

FAIRTIME

INTERIM XX

*[Handwritten signatures]*

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and International Speedway, Inc. hereinafter, called the Rentor

**WITNESSETH:**

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

**2019 Speedway Season**

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

**See Exhibit A**

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

**International Speedway, Inc.**

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

**\$61,703.52**

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

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

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

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

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

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

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

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

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

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

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

**International Speedway, Inc.**  
P.O. Box 3334  
San Clemente, CA 92674

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Brad Oxley, Owner**

**Title: Kathy Kramer, Chief Executive Officer**

## 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. **Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from cause beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.**

**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.**

# EXHIBIT A

## Event Information

|                             |   |                              |  |
|-----------------------------|---|------------------------------|--|
| <b>Event Name:</b>          | International Speedway, Inc. - Jack Milne Cup - /<br>Speedway / Sidecars / Jrs. | <b>Contract No:</b>          | R-025-19   |
| <b>Contact Person:</b>      | Brad Oxley  | <b>Phone:</b>                | (949) 492-9933                                   |
| <b>Event Date:</b>          | 05/11/2019  | <b>Hours:</b>                | Gates Open: 6:00 PM<br>Races: 7:30 PM - 10:00 PM |
| <b>Admission Price:</b>     | Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00                   |                              |  |
| <b>Vehicle Parking Fee:</b> | \$8.00 General Parking ( <i>Lot I and G</i> )                                   | <b>Projected Attendance:</b> | 3,000  |

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u>   |
|----------------------------------|--------------------------------|-----------------|-----------------|
| <b>Saturday</b>                  |                                |                 |                 |
| Action Sports Arena              | 05/11/2019 06:00 PM - 10:00 PM | Event           | 2,600.00        |
| Baja Blues Restaurant            | 05/11/2019 06:00 PM - 10:00 PM | Event           | No Charge       |
| <b>Total:</b>                    |                                |                 | <b>2,600.00</b> |

## Estimated Equipment Fees

| <u>Description</u>      | <u>Date-Time</u>                     | <u>Units</u> | <u>Rate</u>  | <u>Actual</u>   |
|-------------------------|--------------------------------------|--------------|--------------|-----------------|
| Barricade (Metal)       | N/A                                  | N/A          | 15.00 EA     | N/A             |
| Barricade (Plastic)     | Included ( <i>Spectator Safety</i> ) | 125.00 EA    | 0.00 EA      | No Charge       |
| Bleacher Rental         | Per Payment Schedule                 | 1.00 EA      | 2,832.06 EVT | 2,832.06        |
| Chair (Individual)      | Estimate 200                         | 200.00 EA    | 0.50 EA      | 100.00          |
| Dumpster                | Estimate 8                           | 8.00 EA      | 18.00 EA     | 144.00          |
| Electrical Splitter Box | Estimate 2                           | 2.00 EA      | 55.00 EA     | 110.00          |
| Forklift                | TBD                                  | TBD HR       | 75.00 HR     | TBD             |
| Marquee Board           | 05/05/2019 - 05/11/2019              | 1.00 WK      | Included     | Included        |
| Sound System            | Included ( <i>In Facility</i> )      | 1.00 DAY     | 0.00 DAY     | No Charge       |
| Sweeper (In-House)      | Estimate 2 Hours                     | 2.00 HR      | 75.00 HR     | 150.00          |
| <b>Total:</b>           |                                      |              |              | <b>3,336.06</b> |

## Reimbursable Personnel Fees

| <u>Description</u>                   | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u> | <u>Actual</u>   |
|--------------------------------------|--------------------------------|--------------|-------------|-----------------|
| <b>Event Operations</b>              |                                |              |             |                 |
| <b>Event Day</b>                     |                                |              |             |                 |
| Grounds Attendant                    | Estimate 9 Hours               | 9.00 HR      | 23.00 HR    | 207.00          |
| Janitorial Attendant                 | 05/10/2019 05:30 PM - 10:30 PM | 2.00 EA      | 23.00 HR    | 230.00          |
| Electrician                          | Estimate 1 Hours               | 1.00 HR      | 57.50 EA    | 57.50           |
| <b>Clean Up</b>                      |                                |              |             |                 |
| Grounds Attendant                    | Estimate 3 Hours               | 3.00 HR      | 23.00 HR    | 69.00           |
| Janitorial Attendant                 | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00          |
| <b>Event Sales &amp; Services</b>    |                                |              |             |                 |
| Event Coordinator                    | 05/11/2019 05:30 PM - 10:00 PM | 1.00 EA      | 47.00 HR    | 211.50          |
| <b>Safety &amp; Security</b>         |                                |              |             |                 |
| Security Attendant                   | 05/11/2019 05:00 PM - 10:30 PM | 2.00 EA      | 23.00 HR    | 253.00          |
| <b>Outside Services</b>              |                                |              |             |                 |
| Orange County Sheriff Services       | 05/11/2019 05:30 PM - 10:00 PM | N/A          | N/A         | N/A             |
| Trash Collection & Sweeping Services | Estimate Only                  | 1.00 EA      | 575.00 EVT  | 575.00          |
| <b>Total:</b>                        |                                |              |             | <b>1,787.00</b> |

### Summary

|  |            |
|--|------------|
| Facility Rental Total  | \$2,600.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$5,123.06 |

**Grand Total: \$7,723.06**

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>     |
|-------------------------|-----------------|-------------------|
| First Payment           | 05/14/2019      | \$7,723.06        |
| <b>Payment Total:</b>   |                 | <b>\$7,723.06</b> |

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

|                             |   |                              |  |
|-----------------------------|---|------------------------------|--|
| <b>Event Name:</b>          | International Speedway, Inc. - Harley Night #1 /<br>Speedway / Sidecars | <b>Contract No:</b>          | R-025-19   |
| <b>Contact Person:</b>      | Brad Oxley  | <b>Phone:</b>                | (949) 492-9933                                   |
| <b>Event Date:</b>          | 06/01/2019  | <b>Hours:</b>                | Gates Open: 6:00 PM<br>Races: 7:30 PM - 10:00 PM |
| <b>Admission Price:</b>     | Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00           |                              |  |
| <b>Vehicle Parking Fee:</b> | \$8.00 General Parking ( <i>Lot I and G</i> )                           | <b>Projected Attendance:</b> | 3,000  |

## Facility Rental Fee

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u>   |
|----------------------------------|--------------------------------|-----------------|-----------------|
| <b>Saturday</b>                  |                                |                 |                 |
| Action Sports Arena              | 06/01/2019 06:00 PM - 10:00 PM | Event           | 2,600.00        |
| Baja Blues Restaurant            | 06/01/2019 06:00 PM - 10:00 PM | Event           | No Charge       |
| <b>Total:</b>                    |                                |                 | <b>2,600.00</b> |

## Estimated Equipment Fee

| <u>Description</u>      | <u>Date-Time</u>                     | <u>Units</u> | <u>Rate</u>  | <u>Actual</u>   |
|-------------------------|--------------------------------------|--------------|--------------|-----------------|
| Barricade (Metal)       | N/A                                  | N/A          | 15.00 EA     | N/A             |
| Barricade (Plastic)     | Included ( <i>Spectator Safety</i> ) | 125.00 EA    | 0.00 EA      | No Charge       |
| Bleacher Rental         | Per Payment Schedule                 | 1.00 EA      | 2,032.06 EVT | 2,032.06        |
| Chair (Individual)      | Estimate 200                         | 200.00 EA    | 0.50 EA      | 100.00          |
| Dumpster                | Estimate 8                           | 8.00 EA      | 18.00 EA     | 144.00          |
| Electrical Splitter Box | Estimate 2                           | 2.00 EA      | 55.00 EA     | 110.00          |
| Forklift                | TBD                                  | TBD HR       | 75.00 HR     | TBD             |
| Marquee Board           | 05/26/2019 - 06/01/2019              | 1.00 WK      | Included     | Included        |
| Sound System            | Included ( <i>In Facility</i> )      | 1.00 DAY     | 0.00 DAY     | No Charge       |
| Sweeper (In-House)      | Estimate 2 Hours                     | 2.00 HR      | 75.00 HR     | 150.00          |
| <b>Total:</b>           |                                      |              |              | <b>2,536.06</b> |

## Reimbursable Personnel Fees

| <u>Description</u>                       | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u>  | <u>Actual</u>   |
|--|--------------------------------|--------------|--------------|-----------------|
| <b><u>Event Operations</u></b>           |                                |              |              |                 |
| <b>Event Day</b>                         |                                |              |              |                 |
| Grounds Attendant                        | Estimate 9 Hours               | 9.00 HR      | 23.00 HR     | 207.00          |
| Janitorial Attendant                     | 05/31/2019 05:30 PM - 10:30 PM | 2.00 EA      | 23.00 HR     | 230.00          |
| Electrician                              | Estimate 1 Hours               | 1.00 HR      | 57.50 EA     | 57.50           |
| <b>Clean Up</b>                          |                                |              |              |                 |
| Grounds Attendant                        | Estimate 3 Hours               | 3.00 HR      | 23.00 HR     | 69.00           |
| Janitorial Attendant                     | Estimate 8 Hours               | 8.00 HR      | 23.00 HR     | 184.00          |
| <b><u>Event Sales &amp; Services</u></b> |                                |              |              |                 |
| Event Coordinator                        | 06/01/2019 05:30 PM - 10:00 PM | 1.00 EA      | 47.00 HR     | 211.50          |
| <b><u>Safety &amp; Security</u></b>      |                                |              |              |                 |
| Security Attendant                       | 06/01/2019 05:00 PM - 10:30 PM | 4.00 EA      | 23.00 HR     | 506.00          |
| <b><u>Outside Services</u></b>           |                                |              |              |                 |
| Orange County Sheriff Services           | 06/01/2019 05:30 PM - 10:00 PM | 1.00 EA      | 1,800.00 EVT | 1,800.00        |
| Trash Collection & Sweeping Services     | Estimate Only                  | 1.00 EA      | 575.00 EVT   | 575.00          |
| <b>Total:</b>                            |                                |              |              | <b>3,840.00</b> |

### Summary

|  |            |
|--|------------|
| Facility Rental Total  | \$2,600.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$6,376.06 |

**Grand Total: \$8,976.06**

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>     |
|-------------------------|-----------------|-------------------|
| First Payment           | 06/04/2019      | \$8,976.06        |
| <b>Payment Total:</b>   |                 | <b>\$8,976.06</b> |

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

|                             |   |                              |  |
|-----------------------------|---|------------------------------|--|
| <b>Event Name:</b>          | International Speedway, Inc. - Speedway / Sidecars / Jrs      | <b>Contract No:</b>          | R-025-19   |
| <b>Contact Person:</b>      | Brad Oxley  | <b>Phone:</b>                | (949) 492-9933                                   |
| <b>Event Date:</b>          | 06/08/2019  | <b>Hours:</b>                | Gates Open: 6:00 PM<br>Races: 7:30 PM - 10:00 PM |
| <b>Admission Price:</b>     | Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00 |                              |  |
| <b>Vehicle Parking Fee:</b> | \$8.00 General Parking ( <i>Lot I and G</i> )                 | <b>Projected Attendance:</b> | 3,000  |

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u>   |
|----------------------------------|--------------------------------|-----------------|-----------------|
| <b>Saturday</b>                  |                                |                 |                 |
| Action Sports Arena              | 06/08/2019 06:00 PM - 10:00 PM | Event           | 2,600.00        |
| Baja Blues Restaurant            | 06/08/2019 06:00 PM - 10:00 PM | Event           | No Charge       |
| <b>Total:</b>                    |                                |                 | <b>2,600.00</b> |

## Estimated Equipment Fee

| <u>Description</u>      | <u>Date-Time</u>                     | <u>Units</u> | <u>Rate</u>  | <u>Actual</u>   |
|-------------------------|--------------------------------------|--------------|--------------|-----------------|
| Barricade (Metal)       | N/A                                  | N/A          | 15.00 EA     | N/A             |
| Barricade (Plastic)     | Included ( <i>Spectator Safety</i> ) | 125.00 EA    | 0.00 EA      | No Charge       |
| Bleacher Rental         | Per Payment Schedule                 | 1.00 EA      | 2,032.06 EVT | 2,032.06        |
| Chair (Individual)      | Estimate 200                         | 200.00 EA    | 0.50 EA      | 100.00          |
| Dumpster                | Estimate 8                           | 8.00 EA      | 18.00 EA     | 144.00          |
| Electrical Splitter Box | Estimate 2                           | 2.00 EA      | 55.00 EA     | 110.00          |
| Forklift                | TBD                                  | TBD HR       | 75.00 HR     | TBD             |
| Marquee Board           | 06/02/2019 - 06/08/2019              | 1.00 WK      | Included     | Included        |
| Sound System            | Included ( <i>In Facility</i> )      | 1.00 DAY     | 0.00 DAY     | No Charge       |
| Sweeper (In-House)      | Estimate 2 Hours                     | 2.00 HR      | 75.00 HR     | 150.00          |
| <b>Total:</b>           |                                      |              |              | <b>2,536.06</b> |

## Reimbursable Personnel Fee

| <u>Description</u>                       | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u> | <u>Actual</u>   |
|--|--------------------------------|--------------|-------------|-----------------|
| <b><u>Event Operations</u></b>           |                                |              |             |                 |
| <b>Event Day</b>                         |                                |              |             |                 |
| Grounds Attendant                        | Estimate 9 Hours               | 9.00 HR      | 23.00 HR    | 207.00          |
| Janitorial Attendant                     | 06/07/2019 05:30 PM - 10:30 PM | 2.00 EA      | 23.00 HR    | 230.00          |
| Electrician                              | Estimate 1 Hours               | 1.00 HR      | 57.50 EA    | 57.50           |
| <b>Clean Up</b>                          |                                |              |             |                 |
| Grounds Attendant                        | Estimate 3 Hours               | 3.00 HR      | 23.00 HR    | 69.00           |
| Janitorial Attendant                     | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00          |
| <b><u>Event Sales &amp; Services</u></b> |                                |              |             |                 |
| Event Coordinator                        | 06/08/2019 05:30 PM - 10:00 PM | 1.00 EA      | 47.00 HR    | 211.50          |
| <b><u>Safety &amp; Security</u></b>      |                                |              |             |                 |
| Security Attendant                       | 06/08/2019 05:00 PM - 10:30 PM | 2.00 EA      | 23.00 HR    | 253.00          |
| <b><u>Outside Services</u></b>           |                                |              |             |                 |
| Orange County Sheriff Services           | TBD                            | N/A          | N/A         | N/A             |
| Trash Collection & Sweeping Services     | Estimate Only                  | 1.00 EA      | 575.00 EVT  | 575.00          |
| <b>Total:</b>                            |                                |              |             | <b>1,787.00</b> |

### Summary

|  |            |
|--|------------|
| Facility Rental Total  | \$2,600.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$4,323.06 |

**Grand Total: \$6,923.06**

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>     |
|-------------------------|-----------------|-------------------|
| First Payment           | 06/11/2019      | \$6,923.06        |
| <b>Payment Total:</b>   |                 | <b>\$6,923.06</b> |

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

|                             |   |                              |  |
|-----------------------------|---|------------------------------|--|
| <b>Event Name:</b>          | International Speedway, Inc. - Harley Night #2 /<br>Speedway / Sidecars | <b>Contract No:</b>          | R-025-19   |
| <b>Contact Person:</b>      | Brad Oxley  | <b>Phone:</b>                | (949) 492-9933                                   |
| <b>Event Date:</b>          | 08/17/2019  | <b>Hours:</b>                | Gates Open: 6:00 PM<br>Races: 7:30 PM - 10:00 PM |
| <b>Admission Price:</b>     | Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00           |                              |  |
| <b>Vehicle Parking Fee:</b> | \$8.00 General Parking ( <i>Lot I and G</i> )                           | <b>Projected Attendance:</b> | 3,000  |

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u>   |
|----------------------------------|--------------------------------|-----------------|-----------------|
| <b>Saturday</b>                  |                                |                 |                 |
| Action Sports Arena              | 08/17/2019 06:00 PM - 10:00 PM | Event           | 2,600.00        |
| Baja Blues Restaurant            | 08/17/2019 06:00 PM - 10:00 PM | Event           | No Charge       |
| <b>Total:</b>                    |                                |                 | <b>2,600.00</b> |

## Estimated Equipment Fee

| <u>Description</u>      | <u>Date-Time</u>                     | <u>Units</u> | <u>Rate</u>  | <u>Actual</u>   |
|-------------------------|--------------------------------------|--------------|--------------|-----------------|
| Barricade (Metal)       | N/A                                  | N/A          | 15.00 EA     | N/A             |
| Barricade (Plastic)     | Included ( <i>Spectator Safety</i> ) | 125.00 EA    | 0.00 EA      | No Charge       |
| Bleacher Rental         | Per Payment Schedule                 | 1.00 EA      | 1,392.06 EVT | 1,392.06        |
| Chair (Individual)      | Estimate 200                         | 200.00 EA    | 0.50 EA      | 100.00          |
| Dumpster                | Estimate 8                           | 8.00 EA      | 18.00 EA     | 144.00          |
| Electrical Splitter Box | Estimate 2                           | 2.00 EA      | 55.00 EA     | 110.00          |
| Forklift                | TBD                                  | TBD HR       | 75.00 HR     | TBD             |
| Marquee Board           | 08/11/2018 - 08/17/2019              | 1.00 WK      | Included     | Included        |
| Sound System            | Included ( <i>In Facility</i> )      | 1.00 DAY     | 0.00 DAY     | No Charge       |
| Sweeper (In-House)      | Estimate 2 Hours                     | 2.00 HR      | 75.00 HR     | 150.00          |
| <b>Total:</b>           |                                      |              |              | <b>1,896.06</b> |

## Reimbursable Personnel Fee

| <u>Description</u>                       | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u>  | <u>Actual</u>   |
|--|--------------------------------|--------------|--------------|-----------------|
| <b><u>Event Operations</u></b>           |                                |              |              |                 |
| <b>Event Day</b>                         |                                |              |              |                 |
| Grounds Attendant                        | Estimate 9 Hours               | 9.00 HR      | 23.00 HR     | 207.00          |
| Janitorial Attendant                     | 08/16/2019 05:30 PM - 10:30 PM | 2.00 EA      | 23.00 HR     | 230.00          |
| Electrician                              | Estimate 1 Hours               | 1.00 HR      | 57.50 EA     | 57.50           |
| <b>Clean Up</b>                          |                                |              |              |                 |
| Grounds Attendant                        | Estimate 3 Hours               | 3.00 HR      | 23.00 HR     | 69.00           |
| Janitorial Attendant                     | Estimate 8 Hours               | 8.00 HR      | 23.00 HR     | 184.00          |
| <b><u>Event Sales &amp; Services</u></b> |                                |              |              |                 |
| Event Coordinator                        | 08/17/2019 05:30 PM - 10:00 PM | 1.00 EA      | 47.00 HR     | 211.50          |
| <b><u>Safety &amp; Security</u></b>      |                                |              |              |                 |
| Security Attendant                       | 08/17/2019 05:00 PM - 10:30 PM | 4.00 EA      | 23.00 HR     | 506.00          |
| <b><u>Outside Services</u></b>           |                                |              |              |                 |
| Orange County Sheriff Services           | 08/17/2019 05:30 PM - 10:00 PM | 1.00 EA      | 1,800.00 EVT | 1,800.00        |
| Trash Collection & Sweeping Services     | Estimate Only                  | 1.00 EA      | 575.00 EVT   | 575.00          |
| <b>Total:</b>                            |                                |              |              | <b>3,840.00</b> |

### Summary

|  |            |
|--|------------|
| Facility Rental Total  | \$2,600.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$5,736.06 |

**Grand Total: \$8,336.06**

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>     |
|-------------------------|-----------------|-------------------|
| First Payment           | 08/20/2019      | \$8,336.06        |
| <b>Payment Total:</b>   |                 | <b>\$8,336.06</b> |

Please Remit Payment in \*Check Only\*

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

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# EXHIBIT A

## Event Information

|                             |   |                              |  |
|-----------------------------|---|------------------------------|--|
| <b>Event Name:</b>          | International Speedway, Inc. - Knobby Night /<br>Speedway / Dirtbikes / Jrs | <b>Contract No:</b>          | R-025-19   |
| <b>Contact Person:</b>      | Brad Oxley  | <b>Phone:</b>                | (949) 492-9933                                   |
| <b>Event Date:</b>          | 09/07/2019  | <b>Hours:</b>                | Gates Open: 6:00 PM<br>Races: 7:30 PM - 10:00 PM |
| <b>Admission Price:</b>     | Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00               |                              |  |
| <b>Vehicle Parking Fee:</b> | \$8.00 General Parking ( <i>Lot I and G</i> )                               | <b>Projected Attendance:</b> | 3,000  |

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u>   |
|----------------------------------|--------------------------------|-----------------|-----------------|
| <b>Saturday</b>                  |                                |                 |                 |
| Action Sports Arena              | 09/07/2019 05:30 PM - 10:00 PM | Event           | 2,600.00        |
| Baja Blues Restaurant            | 09/07/2019 05:30 PM - 10:00 PM | Event           | No Charge       |
| <b>Total:</b>                    |                                |                 | <b>2,600.00</b> |

## Estimated Equipment Fees

| <u>Description</u>      | <u>Date-Time</u>                     | <u>Units</u> | <u>Rate</u>  | <u>Actual</u>   |
|-------------------------|--------------------------------------|--------------|--------------|-----------------|
| Barricade (Metal)       | N/A                                  | N/A          | 15.00 EA     | N/A             |
| Barricade (Plastic)     | Included ( <i>Spectator Safety</i> ) | 125.00 EA    | 0.00 EA      | No Charge       |
| Bleacher Rental         | Per Payment Schedule                 | 1.00 EA      | 1,765.39 EVT | 1,765.39        |
| Chair (Individual)      | Estimate 200                         | 200.00 EA    | 0.50 EA      | 100.00          |
| Dumpster                | Estimate 8                           | 8.00 EA      | 18.00 EA     | 144.00          |
| Electrical Splitter Box | Estimate 2                           | 2.00 EA      | 55.00 EA     | 110.00          |
| Forklift                | TBD                                  | TBD HR       | 75.00 HR     | TBD             |
| Marquee Board           | 09/01/2018 - 09/07/2019              | 1.00 WK      | Included     | Included        |
| Sound System            | Included ( <i>In Facility</i> )      | 1.00 DAY     | 0.00 DAY     | No Charge       |
| Sweeper (In-House)      | Estimate 2 Hours                     | 2.00 HR      | 75.00 HR     | 150.00          |
| <b>Total:</b>           |                                      |              |              | <b>2,269.39</b> |

## Reimbursable Personnel Fee

| <u>Description</u>                   | <u>Date-Time</u>                | <u>Units</u> | <u>Rate</u> | <u>Actual</u>   |
|--------------------------------------|---------------------------------|--------------|-------------|-----------------|
| <b>Event Operations</b>              |                                 |              |             |                 |
| <b>Event Day</b>                     |                                 |              |             |                 |
| Grounds Attendant                    | Estimate 9 Hours                | 9.00 HR      | 23.00 HR    | 207.00          |
| Janitorial Attendant                 | 09/06//2019 05:30 PM - 10:30 PM | 2.00 EA      | 23.00 HR    | 230.00          |
| Electrician                          | Estimate 1 Hours                | 1.00 HR      | 57.50 EA    | 57.50           |
| <b>Clean Up</b>                      |                                 |              |             |                 |
| Grounds Attendant                    | Estimate 3 Hours                | 3.00 HR      | 23.00 HR    | 69.00           |
| Janitorial Attendant                 | Estimate 8 Hours                | 8.00 HR      | 23.00 HR    | 184.00          |
| <b>Event Sales &amp; Services</b>    |                                 |              |             |                 |
| Event Coordinator                    | 09/07/2019 05:30 PM - 10:00 PM  | 1.00 EA      | 47.00 HR    | 211.50          |
| <b>Safety &amp; Security</b>         |                                 |              |             |                 |
| Security Attendant                   | 09/07/2019 05:00 PM - 10:30 PM  | 2.00 EA      | 23.00 HR    | 253.00          |
| Orange County Sheriff Services       | TBD                             | N/A          | N/A         | N/A             |
| Trash Collection & Sweeping Services | Estimate Only                   | 1.00 EA      | 575.00 EVT  | 575.00          |
| <b>Total:</b>                        |                                 |              |             | <b>1,787.00</b> |

### Summary

|  |                   |
|--|-------------------|
| Facility Rental Total  | \$2,600.00        |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$4,056.39        |
| Refundable Deposit   |                   |
| <b>Grand Total:</b>  |                   |
|  | <b>\$6,656.39</b> |

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>     |
|-------------------------|-----------------|-------------------|
| First Payment           | 09/10/2019      | \$6,656.39        |
| <b>Payment Total:</b>   |                 | <b>\$6,656.39</b> |

Please Remit Payment in \*Check Only\*

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

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# EXHIBIT A

## Event Information

|                             |  |                              |  |
|-----------------------------|--|------------------------------|--|
| <b>Event Name:</b>          | International Speedway, Inc. - RSD - Super Hooligan<br>National Championship Series / Speedway | <b>Contract No:</b>          | R-025-19   |
| <b>Contact Person:</b>      | Brad Oxley   | <b>Phone:</b>                | (949) 492-9933                                   |
| <b>Event Date:</b>          | 09/21/2019   | <b>Hours:</b>                | Gates Open: 6:00 PM<br>Races: 7:30 PM - 10:00 PM |
| <b>Admission Price:</b>     | Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00                                  |                              |  |
| <b>Vehicle Parking Fee:</b> | \$8.00 General Parking ( <i>Lot I and G</i> )  | <b>Projected Attendance:</b> | 3,000  |

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u>   |
|----------------------------------|--------------------------------|-----------------|-----------------|
| <b>Saturday</b>                  |                                |                 |                 |
| Action Sports Arena              | 09/21/2019 06:00 PM - 10:00 PM | Event           | 2,600.00        |
| Baja Blues Restaurant            | 09/21/2019 06:00 PM - 10:00 PM | Event           | No Charge       |
| <b>Total:</b>                    |                                |                 | <b>2,600.00</b> |

## Estimated Equipment Fees

| <u>Description</u>      | <u>Date-Time</u>                     | <u>Units</u> | <u>Rate</u>  | <u>Actual</u>   |
|-------------------------|--------------------------------------|--------------|--------------|-----------------|
| Barricade (Metal)       | N/A                                  | N/A          | 15.00 EA     | N/A             |
| Barricade (Plastic)     | Included ( <i>Spectator Safety</i> ) | 125.00 EA    | 0.00 EA      | No Charge       |
| Bleacher Rental         | Per Payment Schedule                 | 1.00 EA      | 1,765.39 EVT | 1,765.39        |
| Chair (Individual)      | Estimate 200                         | 200.00 EA    | 0.50 EA      | 100.00          |
| Dumpster                | Estimate 8                           | 8.00 EA      | 18.00 EA     | 144.00          |
| Electrical Splitter Box | Estimate 2                           | 2.00 EA      | 55.00 EA     | 110.00          |
| Forklift                | TBD                                  | TBD HR       | 75.00 HR     | TBD             |
| Marquee Board           | 09/15/2019 - 09/21/2019              | 1.00 WK      | Included     | Included        |
| Sound System            | Included ( <i>In Facility</i> )      | 1.00 DAY     | 0.00 DAY     | No Charge       |
| Sweeper (In-House)      | Estimate 2 Hours                     | 2.00 HR      | 75.00 HR     | 150.00          |
| <b>Total:</b>           |                                      |              |              | <b>2,269.39</b> |

## Reimbursable Personnel Fees

| <u>Description</u>                       | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u> | <u>Actual</u>   |
|--|--------------------------------|--------------|-------------|-----------------|
| <b><u>Event Operations</u></b>           |                                |              |             |                 |
| <b>Event Day</b>                         |                                |              |             |                 |
| Grounds Attendant                        | Estimate 9 Hours               | 9.00 HR      | 23.00 HR    | 207.00          |
| Janitorial Attendant                     | 09/20/2019 05:30 PM - 10:30 PM | 2.00 EA      | 23.00 HR    | 230.00          |
| Electrician                              | Estimate 1 Hours               | 1.00 HR      | 57.50 EA    | 57.50           |
| <b>Clean Up</b>                          |                                |              |             |                 |
| Grounds Attendant                        | Estimate 3 Hours               | 3.00 HR      | 23.00 HR    | 69.00           |
| Janitorial Attendant                     | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00          |
| <b><u>Event Sales &amp; Services</u></b> |                                |              |             |                 |
| Event Coordinator                        | 09/21/2019 05:30 PM - 10:00 PM | 1.00 EA      | 47.00 HR    | 211.50          |
| <b><u>Safety &amp; Security</u></b>      |                                |              |             |                 |
| Security Attendant                       | 09/21/2019 05:00 PM - 10:30 PM | 2.00 EA      | 23.00 HR    | 253.00          |
| <b><u>Outside Services</u></b>           |                                |              |             |                 |
| Orange County Sheriff Services           | TBD                            | N/A          | N/A         | N/A             |
| Trash Collection & Sweeping Services     | Estimate Only                  | 1.00 EA      | 575.00 EVT  | 575.00          |
| <b>Total:</b>                            |                                |              |             | <b>1,787.00</b> |

### Summary

|  |            |
|--|------------|
| Facility Rental Total  | \$2,600.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$4,056.39 |

**Grand Total: \$6,656.39**

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>     |
|-------------------------|-----------------|-------------------|
| First Payment           | 09/24/2019      | \$6,656.39        |
| <b>Payment Total:</b>   |                 | <b>\$6,656.39</b> |

Please Remit Payment in \*Check Only\*

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

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# EXHIBIT A

## Event Information

|                             |   |                              |                           |
|-----------------------------|---|------------------------------|---------------------------|
| <b>Event Name:</b>          | International Speedway, Inc. - Harley Night Finals / Sidecars | <b>Contract No:</b>          | R-025-19                  |
|                             |   | <b>Phone:</b>                | (949) 492-9933            |
| <b>Contact Person:</b>      | Brad Oxley  | <b>Hours:</b>                | Gates Open: 6:00 PM       |
| <b>Event Date:</b>          | 10/05/2019  |                              | Races: 7:30 PM - 10:00 PM |
| <b>Admission Price:</b>     | Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00 |                              |                           |
| <b>Vehicle Parking Fee:</b> | \$9.00 General Parking ( <i>Lot I and G</i> )                 | <b>Projected Attendance:</b> | 3,000                     |

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u>   |
|----------------------------------|--------------------------------|-----------------|-----------------|
| <b>Saturday</b>                  |                                |                 |                 |
| Action Sports Arena              | 10/05/2019 06:00 PM - 10:00 PM | Event           | 2,600.00        |
| Baja Blues Restaurant            | 10/05/2019 06:00 PM - 10:00 PM | Event           | No Charge       |
|                                  |                                | <b>Total:</b>   | <b>2,600.00</b> |

## Estimated Equipment Fees

| <u>Description</u>      | <u>Date-Time</u>                     | <u>Units</u>  | <u>Rate</u>  | <u>Actual</u>   |
|-------------------------|--------------------------------------|---------------|--------------|-----------------|
| Barricade (Metal)       | N/A                                  | N/A           | 15.00 EA     | N/A             |
| Barricade (Plastic)     | Included ( <i>Spectator Safety</i> ) | 125.00 EA     | 0.00 EA      | No Charge       |
| Bleacher Rental         | Per Payment Schedule                 | 1.00 EA       | 2,832.10 EVT | 2,832.10        |
| Chair (Individual)      | Estimate 200                         | 200.00 EA     | 0.50 EA      | 100.00          |
| Dumpster                | Estimate 8                           | 8.00 EA       | 18.00 EA     | 144.00          |
| Electrical Splitter Box | Estimate 2                           | 2.00 EA       | 55.00 EA     | 110.00          |
| Forklift                | TBD                                  | TBD HR        | 75.00 HR     | TBD             |
| Marquee Board           | 09/29/2019 - 10/05/2019              | 1.00 WK       | Included     | Included        |
| Sound System            | Included ( <i>In Facility</i> )      | 1.00 DAY      | 0.00 DAY     | No Charge       |
| Sweeper (In-House)      | Estimate 2 Hours                     | 2.00 HR       | 75.00 HR     | 150.00          |
|                         |                                      | <b>Total:</b> |              | <b>3,336.10</b> |

## Reimbursable Personnel Fees

| <u>Description</u>                   | <u>Date-Time</u>               | <u>Units</u>  | <u>Rate</u> | <u>Actual</u>   |
|--------------------------------------|--------------------------------|---------------|-------------|-----------------|
| <b>Event Operations</b>              |                                |               |             |                 |
| <b>Event Day</b>                     |                                |               |             |                 |
| Grounds Attendant                    | Estimate 9 Hours               | 9.00 HR       | 23.00 HR    | 207.00          |
| Janitorial Attendant                 | 10/05/2019 05:30 PM - 10:30 PM | 2.00 EA       | 23.00 HR    | 230.00          |
| Electrician                          | Estimate 1 Hours               | 1.00 HR       | 57.50 EA    | 57.50           |
| <b>Clean Up</b>                      |                                |               |             |                 |
| Grounds Attendant                    | Estimate 3 Hours               | 3.00 HR       | 23.00 HR    | 69.00           |
| Janitorial Attendant                 | Estimate 8 Hours               | 8.00 HR       | 23.00 HR    | 184.00          |
| <b>Event Sales &amp; Services</b>    |                                |               |             |                 |
| Event Coordinator                    | 10/05/2019 05:30 PM - 10:00 PM | 1.00 EA       | 47.00 HR    | 211.50          |
| <b>Safety &amp; Security</b>         |                                |               |             |                 |
| Security Attendant                   | 10/05/2019 05:00 PM - 10:30 PM | 4.00 EA       | 23.00 HR    | 506.00          |
| <b>Outside Services</b>              |                                |               |             |                 |
| Orange County Sheriff Services       | Estimate Only                  | 1.00 EA       | 1,800.00 HR | 1,800.00        |
| Trash Collection & Sweeping Services | Estimate Only                  | 1.00 EA       | 575.00 EVT  | 575.00          |
|                                      |                                | <b>Total:</b> |             | <b>3,840.00</b> |

### Summary

|  |            |
|--|------------|
| Facility Rental Total  | \$2,600.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$7,176.10 |

**Grand Total: \$9,776.10**

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|---------------|
| First Payment           | 10/01/2019      | \$9,776.10    |

**Payment Total: \$9,776.10**

Please Remit Payment in \*Check Only\*

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

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# EXHIBIT A

## Event Information

|                             |  |                              |                           |
|-----------------------------|--|------------------------------|---------------------------|
| <b>Event Name:</b>          | International Speedway, Inc. - 51st U.S. National<br>Speedway Championship / Jrs | <b>Contract No:</b>          | R-025-19                  |
|                             |  | <b>Phone:</b>                | (949) 492-9933            |
| <b>Contact Person:</b>      | Brad Oxley   | <b>Hours:</b>                | Gates Open: 6:00 PM       |
| <b>Event Date:</b>          | 09/28/2019   |                              | Races: 7:30 PM - 10:00 PM |
| <b>Admission Price:</b>     | Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00                    |                              |                           |
| <b>Vehicle Parking Fee:</b> | \$9.00 General Parking ( <i>Lot I and G</i> )                                    | <b>Projected Attendance:</b> | 3,000                     |

## Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u>               | <u>Activity</u> | <u>Actual</u>   |
|----------------------------------|--------------------------------|-----------------|-----------------|
| <b>Saturday</b>                  |                                |                 |                 |
| Action Sports Arena              | 09/28/2019 06:00 PM - 10:00 PM | Event           | 2,600.00        |
| Baja Blues Restaurant            | 09/28/2019 06:00 PM - 10:00 PM | Event           | No Charge       |
| <b>Total:</b>                    |                                |                 | <b>2,600.00</b> |

## Estimated Equipment Fees

| <u>Description</u>      | <u>Date-Time</u>                     | <u>Units</u> | <u>Rate</u>  | <u>Actual</u>   |
|-------------------------|--------------------------------------|--------------|--------------|-----------------|
| Barricade (Metal)       | N/A                                  | N/A          | 15.00 EA     | N/A             |
| Barricade (Plastic)     | Included ( <i>Spectator Safety</i> ) | 125.00 EA    | 0.00 EA      | No Charge       |
| Bleacher Rental         | Per Payment Schedule                 | 1.00 EA      | 1,765.40 EVT | 1,765.40        |
| Chair (Individual)      | Estimate 200                         | 200.00 EA    | 0.50 EA      | 100.00          |
| Dumpster                | Estimate 8                           | 8.00 EA      | 18.00 EA     | 144.00          |
| Electrical Splitter Box | Estimate 2                           | 2.00 EA      | 55.00 EA     | 110.00          |
| Forklift                | TBD                                  | TBD HR       | 75.00 HR     | TBD             |
| Marquee Board           | 09/22/2019 - 09/28/2019              | 1.00 WK      | Included     | Included        |
| Sound System            | Included ( <i>In Facility</i> )      | 1.00 DAY     | 0.00 DAY     | No Charge       |
| Sweeper (In-House)      | Estimate 2 Hours                     | 2.00 HR      | 75.00 HR     | 150.00          |
| <b>Total:</b>           |                                      |              |              | <b>2,269.40</b> |

## Reimbursable Personnel Fees

| <u>Description</u>                   | <u>Date-Time</u>               | <u>Units</u> | <u>Rate</u> | <u>Actual</u>   |
|--------------------------------------|--------------------------------|--------------|-------------|-----------------|
| <b>Event Operations</b>              |                                |              |             |                 |
| <b>Event Day</b>                     |                                |              |             |                 |
| Grounds Attendant                    | Estimate 9 Hours               | 9.00 HR      | 23.00 HR    | 207.00          |
| Janitorial Attendant                 | 09/28/2019 05:30 PM - 10:30 PM | 2.00 EA      | 23.00 HR    | 230.00          |
| Electrician                          | Estimate 1 Hours               | 1.00 HR      | 57.50 EA    | 57.50           |
| <b>Clean Up</b>                      |                                |              |             |                 |
| Grounds Attendant                    | Estimate 3 Hours               | 3.00 HR      | 23.00 HR    | 69.00           |
| Janitorial Attendant                 | Estimate 8 Hours               | 8.00 HR      | 23.00 HR    | 184.00          |
| <b>Event Sales &amp; Services</b>    |                                |              |             |                 |
| Event Coordinator                    | 09/28/2019 05:30 PM - 10:00 PM | 1.00 EA      | 47.00 HR    | 211.50          |
| <b>Safety &amp; Security</b>         |                                |              |             |                 |
| Security Attendant                   | 09/28/2019 05:00 PM - 10:30 PM | 2.00 EA      | 23.00 HR    | 253.00          |
| <b>Outside Services</b>              |                                |              |             |                 |
| Orange County Sheriff Services       | TBD                            | N/A          | N/A         | N/A             |
| Trash Collection & Sweeping Services | Estimate Only                  | 1.00 EA      | 575.00 EVT  | 575.00          |
| <b>Total:</b>                        |                                |              |             | <b>1,787.00</b> |

### Summary

|  |            |
|--|------------|
| Facility Rental Total  | \$2,600.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$4,056.40 |

**Grand Total: \$6,656.40**

### Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u>     |
|-------------------------|-----------------|-------------------|
| First Payment           | 09/24/2019      | \$6,656.40        |
| <b>Payment Total:</b>   |                 | <b>\$6,656.40</b> |

Please Remit Payment in \*Check Only\*

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

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

## 2019 BLEACHER RENTAL COST & SPEEDWAY RENTAL FEE SUMMARY

|  |                  |                |
|--|------------------|----------------|
| 2019 Contract (Total \$\$)                     | 68,020.00        |                |
| Subtract OCF Component (Addtl Seating)         | 20,226.00        |                |
| <b>Base Year Round Cost</b>                    | <b>47,794.00</b> |                |
|  |                  |                |
| Base Year Round Cost                           | 47,794.00        |                |
| Subtract Install/Remove & 1st Mo Rent          | 39,794.00        |                |
| <b>5 Month Cost Basis</b>                      | <b>8,000.00</b>  |                |
|  |                  |                |
| 5 Month Cost Basis                             | 8,000.00         |                |
| Divided By (# of Months):                      | 5                |                |
| <b>Monthly Rental Fee</b>                      | <b>1,600.00</b>  |                |
|  |                  |                |
| Install/Remove & 1st Month Rent                | 39,794.00        |                |
| Subtract 1st Month Rent                        | 1,600.00         |                |
| <b>Install/Remove Cost</b>                     | <b>38,194.00</b> |                |
|  |                  |                |
| <i>2019 Bleacher Events</i>                    |                  |                |
| Speedway                                       | 8                | 25.806%        |
| OC Fair  | 23               | 74.194%        |
| Scottish Fest                                  | TBD              | 0.000%         |
| Endurocross                                    | TBD              | 0.000%         |
| <b>Total Bleacher Events</b>                   | <b>31</b>        | <b>100.00%</b> |
|  |                  |                |
| Install/Remove Cost                            | 38,194.00        |                |
| Speedway % of Bleacher Events                  | 25.806%          |                |
| <b>Speedway Share of Install/Remove Cost</b>   | <b>9,856.52</b>  |                |
|  |                  |                |
| Speedway Share of Install/Remove Cost          | 9,856.52         |                |
| Divided By (# of Races):                       | 8                |                |
| <b>Install/Remove Cost Allocation Per Race</b> | <b>1,232.06</b>  |                |

| Race Month                               | Rent/Mo  | # Events | # Speedway Races | x Fee/Race | Speedway Fee*   |
|--|----------|----------|------------------|------------|-----------------|
| April                                    |          | 0        | 0                |            |                 |
| May                                      | 1,600.00 | 1        | 1                | 1,600.00   | 1,600.00        |
| June (No Barrett-Jackson Fee Adjustment) | 1,600.00 | 2        | 2                | 800.00     | 1,600.00        |
| July (OC Fair)                           | 1,600.00 | 14       | 0                | 114.29     | 0.00            |
| August (OC Fair Fee Adjustment)          | 1,600.00 | 10       | 1                | 160.00     | 160.00          |
| September                                | 1,600.00 | 3        | 3                | 533.33     | 1,600.00        |
| October                                  | 1,600.00 | 1        | 1                | 1,600.00   | 1,600.00        |
| <b>Season Total</b>                      |          |          |                  |            | <b>6,560.00</b> |

\* Base bleacher rent per month before allocated install/remove cost.

**International Speedway, Inc. 2019  
Payment Schedule**

| <u>Event Day</u>             | <u>Due Day</u>     | <u>Facility &amp;<br/>Reimbursables</u> | <u>Bleacher<br/>Rental</u> | <u>Install &amp;<br/>Remove</u> | <u>Bleacher Total</u> | <u>Exhibit A<br/>Total Due</u> |
|------------------------------|--------------------|---|----------------------------|---------------------------------|-----------------------|--------------------------------|
| Saturday, May 11, 2019       | May 11, 2019       | 4,891.00                                | 1,600.00                   | 1,232.06                        | 2,832.06              | 7,723.06                       |
| Saturday, June 01, 2019      | * June 1, 2019     | 6,944.00                                | 800.00                     | 1,232.06                        | 2,032.06              | 8,976.06                       |
| Saturday, June 08, 2019      | June 8, 2019       | 4,891.00                                | 800.00                     | 1,232.06                        | 2,032.06              | 6,923.06                       |
| Saturday, August 17, 2019    | * August 17, 2019  | 6,944.00                                | 160.00                     | 1,232.06                        | 1,392.06              | 8,336.06                       |
| Saturday, September 07, 2019 | September 7, 2019  | 4,891.00                                | 533.33                     | 1,232.06                        | 1,765.39              | 6,656.39                       |
| Friday, September 21, 2018   | September 21, 2018 | 4,891.00                                | 533.33                     | 1,232.06                        | 1,765.39              | 6,656.39                       |
| Saturday, September 28, 2019 | September 28, 2019 | 4,891.00                                | 533.34                     | 1,232.06                        | 1,765.40              | 6,656.40                       |
| Saturday, October 05, 2019   | * October 5, 2019  | 6,944.00                                | 1,600.00                   | 1,232.10                        | 2,832.10              | 9,776.10                       |
| Sub Total                    |                    |   | 6,560.00                   | 9,856.52                        | 16,416.52             |                                |

\* Special Event

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|             |           |
|-------------|-----------|
| Grand Total | 61,703.52 |
|-------------|-----------|

\*\* Weekly bleacher rates were determined by the number of available race Saturdays per month.

Base monthly bleacher rental rate is \$1,600.00.

Installation and Removal costs are pro-rated at 25.806% (8 of 31 event nights) x \$29,398.00 and then spread evenly over 8 race nights.

**AGREEMENT:** R-025-19  
**DATE:** March 28, 2019  
**EVENT:** International Speedway, Inc.  
**PHONE:** (949) 492-9933

**EXHIBIT "D"**

**GENERAL INFORMATION**

**EVENT NAME: COSTA MESA SPEEDWAY**

**SCHEDULE**

**Regular Event Nights:** May 11, June 8, September 7, September 21

**Special Event Nights:** June 1, August 17, September 28 and October 5  
(June 1, August 17, September 28 and October 5 are dates where “special night” staffing is required)

**Amateur Afternoon:** N/A

**Rain Date:** October 12, 2019

**REGULAR & SPECIAL SPEEDWAY EVENT SCHEDULE:**

Pit Gates open 5:30 PM - 7:00 PM (Gate 7 to be opened at 5:30 PM)  
Front Gates open 6:00 PM  
Racing from 7:30 PM - 10:00 PM

**Regular & Special Event Admission Price:**

Adult (18 & over) \$20.00; Junior (13-17) & Senior (65+) \$15.00; Child (3-12) \$10.00; Child 2 and under FREE.

**SPECIAL EVENT SCHEDULE:**

May 11, 2019 - Jack Milne Cup / Speedway / Sidecars / Juniors  
June 1, 2019 - Harley Night #1 / Speedway / Sidecars  
June 8, 2019 - Speedway / Sidecars / Juniors  
August 17, 2019 - Harley Night #2 / Speedway / Sidecars  
September 7, 2019 - Knobby Night / Speedway / Sidecars  
September 21, 2019 - RSD – Super Hooligan National Championship Series / Speedway  
September 28, 2019 - 51<sup>st</sup> U.S. National Speedway Championship / Juniors  
October 5, 2019 - Harley Night Finals / Sidecars  
October 12, 2019 - Rain Date

**AMATEUR AFTERNOON EVENT SCHEDULE:** *Not on 2019 Speedway schedule.*

Pit Gates open N/A - N/A (Gate 7 to be opened at N/A)  
Front Gates open N/A - N/A  
Practice N/A  
Racing from N/A - N/A

*When on schedule, estimated attendance for each Amateur Afternoon event is 200 public patrons and 75 participant riders.*

**FACILITY RENTAL FEE**

**The facility fee shall be as follows: \$2,600.00 flat rate per event.**

## **ESTIMATED REIMBURSABLE FEES**

Each of the eight (8) race nights have been mutually designated by the Renter and OCFEC as either a special night or regular night. A special night has been defined as a race that anticipates more attendees than a regular night of racing. As such, additional personnel, equipment and services are necessary to facilitate the event. Below designates the reimbursable fees for both special and regular race nights.

OCFEC personnel are charged at a rate of \$23.00 per hour for Attendants, \$30.00 per hour for Leads, \$57.50 per hour for Electricians and \$47.00 per hour for Event Coordinators.

**At the conclusion of the season, OCFEC will reconcile all actual reimbursable expenses versus the amount charged to Renter during the season, and either a refund or invoice will then be issued to Renter.**

It is agreed that the Renter shall collect and stack the chairs against the Grandstand immediately following each night of races, and will also set the chairs each morning of race days.

## **ADDITIONAL TERMS & CONDITIONS**

### **PROMOTION / OPERATIONS**

#### **ADVERTISING:**

All Marketing and Advertising pieces including, but not limited to press releases, radio and television spots as well as exhibitor packets must be approved by OCFEC management prior to its publication.

OCFEC shall be referred to as "OC FAIR & EVENT CENTER" in all marketing materials, public listings, radio/print/TV broadcast advertising, external/on-site signage, vendor information, public communications, collateral reference, internet listings, media alerts, media interviews, press releases and all reference to property identification related to the event. The branding guidelines herein become part of this agreement.

#### **COURTESY CREDENTIALS:**

Renter understands that he/she shall provide twenty (20) courtesy credentials per race, allowing OCFEC management, staff and Board of Directors to attend and monitor the event.

#### **ENTERTAINMENT:**

Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by the OCFEC Sound Engineer prior to the event. Additionally, a sound wall must be placed behind the band, singer, entertainment, etc to absorb and assist in preventing noise exceeding approved levels from entering surrounding neighborhood areas.

#### **SOUND EMITTED FROM RACING VEHICLES:**

To reduce noise, Renter shall be held responsible for the installation of effective and approved mufflers on all participant vehicles in motorized racing events. It is the responsibility of the Renter to be in compliance with rules and regulations of this Rental Agreement regarding sound as stated in "Exhibit E", and to comply with applicable laws and/or court orders.

#### **SOUND SYSTEM:**

A new sound system was installed in the Action Sports Arena prior to the start of the 2019 Costa Mesa Speedway season. If Renter identifies a need for system modification during course of operations, request must be submitted to OCFEC for review and, if approved, proper adjustment shall be made. All modifications and system updates must be performed by authorized OCFEC sound/technology personnel only.

## **FACILITY**

### **ACCEPTANCE OF GROUNDS:**

Renter accepts the grounds as they exist. If any area of the premises subject to this Rental Agreement is deemed unsafe, Renter will immediately notify OCFEC management of same in writing.

### **ADA (AMERICANS WITH DISABILITIES ACT):**

Renter shall provide seating in compliance with American with Disabilities Act for each event.

### **CRASH WALL:**

OCFEC will supply materials needed for repairs to the crash wall. Renter will provide labor for all maintenance and repairs made to the crash wall.

### **DECORATIVE MATERIAL:**

Renter must submit an arena decoration plan for OCFEC review and approval prior to the start of the season. Any additions or changes to the plan must be communicated in writing to OCFEC.

The use of staples, nails, tacks or tape for the attachment of decorations or signs to OCFEC equipment or facilities is prohibited without prior consent of OCFEC.

At the request of OCFEC management, Renter shall remove all signage (sponsorship and promotional) in the Action Sports Arena at Renter's expense for any and all other interim events held in the Action Sports Arena as well as at the end of each season.

### **ELECTRONIC READER BOARD:**

OCFEC agrees to advertise each Speedway event on the electronic reader board one (1) week prior to each event.

### **FOOD/ALCOHOLIC BEVERAGE CONCESSIONS:**

OCFEC retains all concessions rights for the sale of food, beverage and alcohol in and about the Action Sports Arena and the Baja Blues Restaurant, and reserves the right to assign concessions privileges as well as establish and collect charges payable in consideration of the assignment of concessions privileges.

### **NON-FOOD CONCESSIONS PRIVILEGES:**

Renter may sell at no commission, T-shirts, buttons and other souvenirs that relate to the races and events produced by Renter.

### **OFFICE:**

Renter agrees that the Arena Office will be kept in a well maintained condition at all times. Renter further agrees that the office shall be cleared out and available for other renters during the OC Fair and other events during and outside the Renter's season. All keys must be returned to the Event Sales & Services Department.

### **PIT AREA:**

Renter agrees to cooperate with OCFEC to maintain a clean and safe environment before, during and after each event. Renter also agrees that due to space limitations in the arena pit area, arena preparation equipment (tractor, grader, etc) be stored on the track after each event. Outside the Speedway season, equipment storage shall be limited to the space designated by OCFEC management.

Renter agrees to vacate the pit area of all Speedway riders and attendees within 60 minutes of the conclusion of each event date's last race.



**RENTAL OF TEMPORARY BLEACHERS:**

OCFEC will rent temporary bleachers to provide approximately 3,000 additional seats from **April 22, 2019** through **October 13, 2019**. Renter agrees to fully reimburse OCFEC for the full cost of renting the temporary bleachers for any additional requested period. It has been agreed that the rental cost for the additional weeks (May, June, August, September and October) outside the July - August weeks of the 2019 OC Fair shall be charged to the Renter. In the event that OCFEC or any outside promoter other than Costa Mesa Speedway uses the temporary bleachers during the months of May, June, July, August, September and/or October, each day of use shall be prorated from the monthly rental that Costa Mesa Speedway is responsible for, and deducted from Costa Mesa Speedway's fees.

**See Payment Schedule for rental cost of temporary bleachers.**

**Installation and removal cost is pro-rated and spread evenly over eight (8) race nights.**

**RESERVED SEATING:**

Renter shall provide a suitable reserved section for the press and officials of all races as well as for public relations purposes.

**SMOKING:**

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 or "vapes" and oil/wax pens.

**TRACK PREPARATION:**

OCFEC to provide Renter fifteen (15) days written notice prior to each non-Speedway event held in the Action Sports Arena during the race season. If another event uses the Action Sports Arena during the race season and requires track modification, Renter will convert the track to a flat track and shall be entitled to reimbursement from OCFEC for actual costs expended, including, but not limited to, all conversion and re-conversion labor and equipment. Amount not to exceed \$5,380.00 (Cover Up: \$2,490.00/Uncover: \$2,890.00) for each conversion. In turn, OCFEC will have the exclusive right to recover any charges for the conversion from any person, firm or entity staging other event(s) using the Action Sports Arena during the race season. OCFEC agrees that any person, firm or entity renting the Action Sports Arena during the race season shall provide a Certificate of Insurance naming Costa Mesa Speedway, Inc. as an additional insured on its policy of liability insurance.

**SAFETY**

**AMBULANCE:**

Renter agrees that an ambulance shall be on site at all times during motorcycle activity. In the event that an ambulance transports a rider, motorcycle activity shall not commence until another ambulance is on site.

**EXIT GATES:**

Major exits shall not be obstructed or secured in a closed position.

**FIRE PROTECTION:**

OCFEC requires the Renter to provide fire protection. There are several locations in the pit area and by the track where fire extinguishers are placed. Speedway employees must take an annual fire extinguisher training class, covering extinguisher safety and use. The Action Sports Arena is subject to periodic inspection by the State Fire Marshal.

**INJURIES:**

All injuries must be reported immediately to the OCFEC Safety and Security Department. Reports must include the name of individual, type of injury, location of injury and description of how the injury occurred. Renter will submit a referee's report to the OCFEC Safety and Security Department every Monday after each race date.

**ORANGE COUNTY SHERIFF'S DEPARTMENT:**

Should Renter arrange for the Orange County Sheriff's Department to provide law enforcement services at any event, billing for such services will be included on the Exhibit A Schedule of fees for each respective event. If actual costs vary from Exhibit A totals, same will be reconciled at conclusion of the race season.

**PARKING:****Vehicle Parking Fee: \$9.00 General Parking**

Season Ticket holders will show their pass and will receive access for parking at "no charge." Parking personnel will count number of "no charge" entries on each race date. Accumulated entry total will be subject to reconciliation at the conclusion of race season.

**PROHIBITED MATERIALS AT THE ACTION SPORTS ARENA:**

The public is not permitted to enter the Action Sports Arena with items as follows:

1. Drugs, narcotics and alcoholic beverages.
2. Food and beverage (may be limited at the discretion of OCFEC).
3. Glass or metal containers, except for small containers needed for medicine and other personal items.
4. Objects that could be considered dangerous (at the discretion of OCFEC).
5. Coolers, cans, bottles or containers.
6. Suitcases, boxes, bedrolls or any other objects that exceed one cubic foot in measure.
7. Sidearms, mace, weapons or fireworks.
8. Drones, unmanned aircraft/flying systems, and remotely-controlled or radio-controlled flying machines (whether or not motorized) of all types, shapes and sizes.

OCFEC reserves the right to inspect for articles listed above.

**SECURITY:**

Renter agrees to provide adequate security and law enforcement services to enforce OCFEC Rules and Policies within the Action Sports Arena exit gates and pit area. The Renter shall receive pre-approval from the OCFEC of their desired security company.

OCFEC and the Orange County Sheriff's Department may conduct unannounced inspections of Renter's operation for the purpose of ensuring compliance with security requirements.

**SERVICES****DUMPSTER FEES:**

There will be an \$18.00 charge per dumpster. A fixed quantity has been estimated. At the conclusion of the season, actual quantity of dumpsters used will be itemized and compared to the amount charged for during the season. OCFEC will reconcile and issue a refund or invoice based upon the end of season settlement.

**SWEEPING SERVICE:**

Per Exhibit A event schedules, and are subject to end of season reconciliation.

REVIEWED \_\_\_\_\_

DATE April 19, 2019

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**Various locations, as indicated in Exhibit "A"**

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

**TO PROVIDE AND MAINTAIN ATM MACHINES**

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

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

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

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

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Larry Dunnwald, Chief Executive Officer**

**Title: Kathy Kramer, Chief Executive Officer**

## 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.**

**AGREEMENT: R-023-19**  
**DATE: April 15, 2019**  
**WITH: MOBILEMONEY, Inc.**  
**PHONE: (888) 414-6866**

## **EXHIBIT "A"**

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

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

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

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

### **OPERATING PRIVILEGE**

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

## **PLACEMENT OF ATMs**

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

## **PAYMENT**

15. Contractor agrees to pay to the District, for rights and privileges hereby granted, an amount for each transaction made at the ATMs called a transaction processing fee or surcharge fee. A "transaction" shall mean any withdrawal made from a cardholder's account for which a transaction processing fee or surcharge fee is collected. No other service related charges, fees or transaction surcharges except for the above transaction processing fees shall be permitted, dispersed, paid or quantified by Contractor.
16. The Customer Transaction Processing Fee shall be solely determined by the District. The Customer Transaction Processing Fee shall be \$3.95 per transaction. Each individual transaction may involve withdrawals up to \$200.00.
17. Contractor agrees to pay the District an amount not less than 58% per transaction processing fee on the first \$3.50 of \$3.95 total transaction fee. The next \$.45 will be retained by Contractor in exchange for Contractor managing the District's ATM based digital advertising display content.
18. District Management reserves the right to adjust the Customer Transaction Processing Fee at any time.
19. Contractor agrees that payments to the District for transaction processing fees shall be due by the 10<sup>th</sup> day of each month for the prior month's transactions, including a summary of transactions for each machine. During the annual OC Fair, daily activity reports must be provided to the District as requested by the District.
20. In the event any transaction or daily settlement amount is disputed by a cardholder's financial institution or the processor and, as a result, charged back by that cardholder's financial institution or processor, Contractor shall be responsible for that amount plus any assessed fees. Contractor shall not offset or reduce any transaction processing fees payable to the District.

## **ADVERTISING/SPONSORSHIP**

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

## **INSURANCE**

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

## **COMPLIANCE**

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

35. Contractor's performance during the entire period of the contract shall be subject to the supervision of District Management. Contractor agrees that District Management, at its sole discretion, may determine that a person or agent utilized by Contractor is detrimental to District operations due to his or her appearance, conduct or demeanor. Contractor agrees to remove such person or agent from operations as a result of such matter. Determination by District Management regarding these matters shall be final.
36. Contractor agrees to observe and comply with all fire regulations as required by State Fire Marshal.
37. Contractor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter any ticket, admission, permit or license issued by the District to Contractor or its employees.
38. It is mutually agreed that the awarded contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the District.
39. In no way will the awarded contract create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.
40. It is mutually understood and agreed that no alteration or variation of the terms of the contract shall be valid unless made in writing and signed by the parties hereto. No oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
41. The Agreement is not binding upon the District until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food & Agriculture. Contractor represents and warrants that the signatory to the contract is empowered to represent Contractor to enter into the contract and to bind Contractor to the terms and conditions contained herein.
42. Contractor must maintain one or more representatives who are authorized to take immediate action upon the request of District Management. This person must be identified to the District as Contractor's authorized representative.
43. All vehicles and equipment shall be provided by Contractor. All vehicles and equipment must be maintained and clean in a like new condition at all times. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. The District will not be held responsible for lost or stolen vehicles or equipment.
44. If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.
45. Megan's Law Screening: In accordance with District policy, all entities conducting business on District property will be required to conduct screening of each of that entity's employees, agents, servants, volunteers and/or independent contractors who will be performing job-related duties on District premises. This screening must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening (Part X).
46. Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32<sup>nd</sup> District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances.
47. The District reserves the right to terminate any contract at any time by giving Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.
48. The District is aware that Contractor contracts armed personnel to be on site to service their equipment.



**FAIR TIME**

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