

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

| CONTRACT # | CONTRACTOR | EVENT | DESCRIPTION | FACILITIES | CONTRACT DATES | CONTRACT AMOUNT |
|------------|-----------------------------------------------------------------------|-------------------------------------------------|------------------------------|-----------------------------------------------------------------------------------------------------|-------------------|----------------------------------------------------|
| R-027-19 | Newport Mesa Unified School District | NMUSD – Costa Mesa High School Parking Lot | Parking (PARK) | Parking Lots | 01/01/19-12/31/19 | ON HOLD |
| R-063-19 | Pacific Symphony | Pacific Symphony - Tchaikovsky Spectacular | Concert (CONC) | Pacific Amphitheatre, Park Plaza, Plaza Pacifica, Plaza Pacifica Lobby | 09/06/19-09/09/19 | \$63,145.00 |
| R-071-19 | International Interior Design Association Southern California Chapter | DesignConnect | Concert (CONC) | The Hangar | 11/06/19 | \$10,954.50 |
| R-096-19 | Rusty Barn Promotion Group Inc. | Quilt, Craft & Sewing Festival | Consumer Show (CON) | The Hangar | 10/02/19-10/06/19 | \$23,458.00 |
| R-106-19 | Flying Miz Daisy | Flying Miz Daisy Vintage Market | Consumer Show (CON) | The Hangar | 06/06/19-06/08/19 | \$16,405.50 |
| R-119-19 | American Promotional Events, Inc. DBA TNT Fireworks, Inc. | TNT Fireworks, Inc. | Other (OTH) | Parking Lot E | 06/22/19-07/08/19 | \$4,000.00 |
| R-120-19 | Hyundai AutoEver America | Hyundai Company Picnic | Other (OTH) | Club OC Plaza Pacifica West | 07/20/19 | \$628.00 |
| R-122-19 | City of Costa Mesa | City of Costa Mesa 4th of July Celebration | Other (OTH) | Parking Lot A | 07/02/19-07/04/19 | \$46,211.00 |
| R-123-19 | California Restaurant Association Foundation (CRAF) | Grateful Table | Party (PAR) | Centennial Farm, Crafters Village, Millenium Barn, Silo Building | 10/11/19-10/12/19 | In-Kind Trade = \$1,000.00 Payment = \$3,610.50 |
| R-124-19 | Odyssey Systems Consulting Group | Odyssey Systems Picnic | Other (OTH) | Business Development Area | 07/21/19 | \$628.00 |
| R-125-19 | Super Color Digital | Super Color Digital Testing | Research & Development (RD) | The Hangar | 05/17/19-05/18/19 | \$9,710.00 |
| R-126-19 | Mangan, Inc. | Mangan, Inc. Company Picnic | Party (PAR) | Country Meadows, Millenium Barn | 09/21/19 | \$5,100.00 |
| R-127-19 | NCSOFT | NCSOFT Picnic | Other (OTH) | Business Development Area | 07/13/19 | \$628.00 |
| R-128-19 | Pegleg Entertainment | Valencia High School 2019 Homecoming | Prom/Formal (PRH) | The Hangar | 10/18/19-10/20/19 | \$11,597.00 |
| R-129-19 | Orange County Wine Society | Orange County Wine Society - Management Meeting | Meeting/Seminar (MEE) | Baja Blues Restaurant | 09/06/19 | \$1,789.00 |
| R-131-19 | Malibu Kennel Club | Malibu Kennel Club | Competition/Tournament (COM) | Costa Mesa Building (#10), Huntington Beach Building (#12), Santa Ana Pavilion (Parade of Products) | 09/06/19-09/09/19 | \$41,239.25 |
| R-001-19 | Specialty Coffee Association | CoffeeChamps | Competition/Tournament (COM) | Costa Mesa Building (#10), Huntington Beach Building (#12) | 02/18/20-02/24/20 | \$46,763.50 |
| OCC-1901 | AMVETS Hal Camp Post 18 | Fair | OC Connection | Memorial Way | 7/12/19-7/27/19 | \$200.00 |
| OCC-1902 | Orange County Intergroup Association of Alcoholics Anonymous | Fair | OC Connection | Memorial Way | 7/12/19-8/11/2020 | \$200.00 |
| OCC-1903 | National Alliance on Mental Illness Orange County | Fair | OC Connection | Memorial Way | 7/12/19-7/27/19 | \$200.00 |
| OCC-1904 | Republican Party of Orange County | Fair | OC Connection | Memorial Way | 7/12/19-8/11/2022 | \$200.00 |
| OCC-1905 | Democratic Party of Orange County | Fair | OC Connection | Memorial Way | 7/12/19-8/11/2023 | \$200.00 |
| OCC-1906 | Al-Anon Family Groups of Orange County | Fair | OC Connection | Memorial Way | 7/28/19-8/11/2024 | \$200.00 |

REVIEWED _____

FAIRTIME

DATE

June 19, 2019

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

September 6 - 8, 2019

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose herein after 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 - Tchaikovsky Spectacular

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

\$63,145.00

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.

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

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

By _____ Date: _____

By _____ Date: _____

Title: John Forsyte, President

Ti

tle: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

| | | | |
|-----------------------------|--------------------------------------------|------------------------------|----------------------------------|
| Event Name: | Pacific Symphony - Tchaikovsky Spectacular | Contract No: | R-063-19 |
| Contact Person: | Frank Terraglio | Phone: | (714) 876-2381 |
| Event Date: | 09/07/2019 | Hours: | Picnic: 6:00 PM - 8:00 PM |
| | | Doors: | 6:00 PM |
| Admission Price: | TBD | Event: | 8:00 PM - 10:00 PM |
| Vehicle Parking Fee: | Parking Buyout (See Summary) | Projected Attendance: | 5,000 |

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| Friday | | | |
| Pacific Ampitheatre | 09/06/2019 08:00 AM - 08:00 PM | Move In | 4,487.50* |
| Park Plaza | 09/06/2019 08:00 AM - 08:00 PM | Move In | 725.00* |
| Plaza Pacifica | 09/06/2019 08:00 AM - 08:00 PM | Move In | 725.00* |
| Plaza Pacifica Lobby | 09/06/2019 08:00 AM - 08:00 PM | Move In | 500.00* |
| Saturday | | | |
| Pacific Ampitheatre | 09/07/2019 06:00 PM - 10:00 PM | Event | 8,975.00* |
| Park Plaza | 09/07/2019 06:00 PM - 10:00 PM | Event | 1,450.00* |
| Plaza Pacifica | 09/07/2019 06:00 PM - 10:00 PM | Event | 1,450.00* |
| Plaza Pacifica Lobby | 09/07/2019 06:00 PM - 10:00 PM | Event | 1,000.00* |
| Sunday | | | |
| Pacific Ampitheatre | 09/08/2019 08:00 AM - 08:00 PM | Move Out | 4,487.50* |
| Plaza Pacifica | 09/08/2019 08:00 AM - 08:00 PM | Move Out | 725.00* |
| Plaza Pacifica Lobby | 09/08/2019 08:00 AM - 08:00 PM | Move Out | 500.00* |

***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 | 09/01/2019 - 09/07/2019 | 1.00 WK | Included | Included |
| Picnic Table (Rectangular & Round) | TBD | TBD EA | 15.00 EA | TBD |
| Portable Electronic Message Board | 09/07/2019 | 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 |
| Total: | | | | 11,722.50 |

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|----------------------------------------|--------------------------------|--------------|-------------|---------------|
| <u>Admissions/Parking Sales</u> | | | | |
| Admissions Office | 09/07/2019 03:00 PM - 11:00 PM | 1.00 EA | 23.00 HR | 184.00 |
| Money Room Attendant | 09/07/2019 03:00 PM - 11:00 PM | 1.00 EA | 26.00 HR | 208.00 |
| Ticket Seller Lead | 09/07/2019 03:00 PM - 09:00 PM | 1.00 EA | 30.00 HR | 180.00 |
| Ticket Taker Lead | 09/07/2019 04:00 PM - 09:30 PM | 1.00 EA | 30.00 HR | 165.00 |
| Ticket Seller | 09/07/2019 03:00 PM - 09:00 PM | 6.00 EA | 23.00 HR | 828.00 |
| Ticket Taker | 09/07/2019 04:00 PM - 09:30 PM | 14.00 EA | 23.00 HR | 1,771.00 |
| <u>Event Operations</u> | | | | |
| Set 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 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 | 09/07/2019 05:00 PM - 11:00 PM | 1.00 | EA | 30.00 | HR | 180.00 |
| Grounds Attendant (Picnic) | 09/07/2019 04:30 PM - 08:30 PM | 2.00 | EA | 23.00 | HR | 184.00 |
| Janitorial Attendant (Picnic) | 09/07/2019 04:30 PM - 08:30 PM | 5.00 | EA | 23.00 | HR | 460.00 |
| Grounds Attendant | 09/07/2019 05:00 PM - 11:00 PM | 4.00 | EA | 23.00 | HR | 552.00 |
| Janitorial Attendant Lead | 09/07/2019 05:00 PM - 11:00 PM | 1.00 | EA | 30.00 | HR | 180.00 |
| Janitorial Attendant | 09/07/2019 05:00 PM - 11:00 PM | 10.00 | EA | 23.00 | HR | 1,380.00 |
| Electrician | 09/07/2019 05:00 PM - 11:00 PM | 1.00 | EA | 57.50 | 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 | 09/07/2019 12:00 PM - 10:00 PM | 1.00 | EA | 47.00 | HR | 470.00 |
|-------------------|--------------------------------|------|----|-------|----|--------|

Parking

| | | | | | | |
|------------------------|-------------------|-------|----|-------|----|----------|
| Parking Attendant Lead | Estimate 30 Hours | 30.00 | HR | 30.00 | HR | 900.00 |
| Parking Attendant | Estimate 60 Hours | 60.00 | HR | 23.00 | HR | 1,380.00 |

Safety & Security

| | | | | | | |
|----------------------------------|-------------------------------------------|-------|----|-------|----|----------|
| Security Attendant - Overnight | 09/06/2019 08:00 PM - 09/07/2019 08:00 AM | 1.00 | EA | 23.00 | HR | 276.00 |
| Security Attendant Lead (Picnic) | 09/07/2019 04:30 PM - 08:30 PM | 1.00 | EA | 30.00 | HR | 195.00 |
| Security Attendant (Picnic) | 09/07/2019 04:30 PM - 08:30 PM | 4.00 | EA | 23.00 | HR | 368.00 |
| Security Attendant Lead | 09/07/2019 05:00 PM - 11:00 PM | 2.00 | EA | 30.00 | HR | 360.00 |
| Security Attendant | 09/07/2019 05:00 PM - 11:00 PM | 26.00 | EA | 23.00 | HR | 3,588.00 |
| Security Attendant - Overnight | 09/07/2019 10:30 PM - 09/08/2019 08:00 AM | 1.00 | EA | 23.00 | HR | 218.50 |

Ushers

| | | | | | | |
|-------------------------|--------------------------------|-------|----|-------|----|----------|
| Usher Attendant Lead*** | 09/07/2019 05:00 PM - 11:00 PM | 3.00 | EA | 27.00 | HR | 486.00 |
| Usher Attendant*** | 09/07/2019 05:00 PM - 11:00 PM | 55.00 | EA | 24.00 | HR | 7,920.00 |

***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 | 09/07/2019 05:30 PM - 11:00 PM | 4.00 | EA | 24.00 | HR | 528.00 |
| 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 | 09/06/2019 - 09/07/2019 | 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: 37,422.50

Summary

OCFEC Waived Facility Rental

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

Waived Grand Total: \$22,850.00

Pacific Symphony

| | |
|----------------------------------------------------------------|-------------|
| Estimated Equipment, Reimbursable Personnel and Services Total | \$49,145.00 |
| Parking Buyout | \$10,000.00 |
| Refundable Deposit | \$4,000.00 |

Grand Total: \$63,145.00

EXHIBIT A

Event Information

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|--------------------|
| First Payment | 07/05/2019 | \$31,572.50 |
| Second Payment | 08/06/2019 | \$31,572.50 |
| | Total: | \$63,145.00 |

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

Summary

- This rental agreement is between the Pacific Symphony, a California not-for-profit corporation (“Symphony”) and the 32nd District Agricultural Association, a California state agency, dba the OC Fair & Event Center (“District”) and includes two (2) years with three (3) options to renew.
- Symphony will rent the Pacific Amphitheatre and specific surrounding areas defined in Exhibit A of this rental agreement at no cost for the performance of concert events, including move-in, rehearsals and load-out.
- District may at its sole and absolute discretion provide rent of the Pacific Amphitheatre from time to time at no charge to Symphony for education programs or training.
- Symphony will rent the Pacific Amphitheatre from District at no cost on July 4th of each year of this agreement and up to three (3) other reasonably evenly spaced weekends or weekday dates (subject to availability) during each summer season, excluding the annual OC Fair dates and excluding the “blackout” period between July 5 and the last day of the annual OC Fair.
- Guest tickets for pre-fair concerts will include fair admission.
- The first year of this agreement includes the following performance dates. Dates for subsequent years of the agreement will be determined on an annual basis at the sole discretion of District according to venue availability.
 - Thursday, July 4, 2019
 - Saturday, August 17, 2019
 - Saturday, September 7, 2019
 - Thursday, July 11, 2019 – co-produced concert
- The number of Symphony concerts produced will be mutually agreed upon by Symphony and District, and the final schedule will be published no later than January 31 of each year of the agreement.
- Each concert will include one (1) full day for move-in, one (1) full day for rehearsal, one (1) full day for performance of each concert date, and a mutually agreed upon time for tear-down.
- Concerts during option years will be scheduled twelve (12) months prior to the beginning of a summer season (June 15 - July 4) and confirmed in writing by District no later than nine (9) months before the first concert.

Co-Produced Concert

- The parties will attempt each year of the agreement to co-produce a concert as mutually agreed prior to the opening of or during the annual OC Fair pending availability.
- Symphony will provide an orchestra and conductor for the concert with the number of musicians required in accordance with the needs of the concert.
- Symphony acquired sponsorship agreements must not interfere with District sponsor contracts and must be pre-approved by District prior to any final agreement.
- District will maintain full control over the Pacific Amphitheatre during the co-produced concert, including but not limited to the right to assign tickets to contracted VIP guests in accordance with its Sponsor contracts.
- For tickets sold through the Pacific Symphony subscription sales, Symphony will provide bar codes to Ticketmaster so tickets can be scanned on District owned ticket scanners.
- District and Symphony will mutually agree in advance on all revenue and expenses for the co-produced concert; mutually agree on actual expenses for each party to include musicians, production and marketing expenses; and equally share in the resulting profit or loss. District will provide a written pro forma for the co-produced concert in advance with all agreed upon forecasted revenue and expenses. District and Symphony will review parameters and agreements for the co-produced event on an annual basis by no later than January 1 of each year, and make adjustments as necessary.

Term and Termination

- The initial term of this agreement will be for a two (2) seasons, commencing on April 13, 2018 and ending on September 10, 2019.
- The agreement will include three (3) one (1) year options to renew.
- Symphony is required to provide District with written notice of its intent to exercise the option no later than ninety (90) days before the end of the then-current term.
- Either party will have the ability to terminate this rental agreement in its sole discretion upon nine (9) months written notice to the other party.

EXHIBIT A

Event Information

Picnicking

- Beginning two (2) hours prior to each Symphony-produced concert (excluding any co-produced concerts), District will provide designated areas on District property, outside of the Pacific Amphitheatre for patron picnicking. The location of picnicking is subject to change depending on other events/activities booked at the OC Fair & Event Center at the same time.
- Symphony subscribers will be offered early access of fifteen (15) minutes and first right to designated picnic space through an entrance near the District administration building.
- A subscriber is defined as a package buyer who buys multiple Symphony summer concerts (generally three (3) or more performances).
- District will provide, at no cost to Symphony and at its sole and absolute discretion, picnic tables as available in the designated picnic area. District and Symphony will mutually agree on the number of tables provided for each concert based on availability of tables.
- District will permit Symphony to set-up sound and simple staging for community ensembles to perform during the pre-concert activities which must be in compliance with District safety standards.
- Community ensemble performance locations must be pre-approved by District. Symphony will be responsible for all staging and production costs of such performances which must comply with District mandated sound ordinances outlined in this rental agreement.

Personnel

- All costs and charges estimated in Exhibit A of this agreement, including charges for security and OC Sheriffs, ticket sellers and takers, grounds attendants, janitorial attendants, electrician, event coordinator, technology attendant, EMT services, venue cleaning and sound monitoring services will be paid for by Symphony at the District's current published rates for each year of the agreement.
- District will provide to Symphony a list of minimum security standards for each concert to include staffing and magnetometers.
- District agrees to provide a dedicated Front of House event coordinator for each concert at Symphony's expense.
- Symphony will be responsible for all production and production management costs associated with Symphony-produced concerts.
- District will provide parking sellers, parking attendants and traffic control personnel starting ninety (90) minutes prior to gates opening at no cost to Symphony.

Parking

- District will provide at no charge to Symphony an agreed-upon number of parking spaces in close proximity to the Pacific Amphitheatre stage entrance for musicians, conductors, guest artists and administrative staff. District will issue parking hang tags for musicians, conductors, guest artists and administrative staff.
- Symphony will pay \$10,000.00 as a parking buy-out fee for each self-produced concert. Symphony may not upsell parking to guests. District and Symphony will assess the \$10,000.00 fee each year of the contract and make adjustments as mutually agreed upon depending on average attendance at each concert from the previous contract year.
- VIP guests of the Symphony will be instructed to enter through Gate 4 and check-in. Symphony will provide District with a list of Symphony VIP guests prior to gates opening for each performance, and Symphony will provide a Concierge to assist VIP guests at Gate 4.
- Subject to District's prior written approval, Symphony may arrange for valet parking service at Symphony's expense but may not upsell valet parking to guests.
- District and Symphony will mutually agree on a minimum number of parking staff for each concert.

Sponsorships

- Subject to prior approval from District, which may be granted or withheld in District's sole and absolute discretion, Symphony may secure sponsorships for concerts in approved categories as long as such sponsorship arrangements do not interfere with current or future year-round contracts between District and its sponsors.
- Symphony vehicle sponsorship displays must be disassembled immediately after the last Symphony concert and before Opening Day of the annual OC Fair, and may not be reassembled until after the conclusion of the annual OC Fair.
- Product sampling type and locations must have prior written approval from District and must comply with District rules and regulations.

EXHIBIT A

Event Information

- District retains the right to display sponsor signage in connection with its summer concert series at the Pacific Amphitheatre during Symphony concerts.

Backstage Offices and Facilities

- District will provide the use of existing production office facilities and on-stage dressing rooms and accommodations for Symphony performers.
- Any special accommodations requested by Symphony will be evaluated by District and may result in additional costs to Symphony.
- Backstage catering will be selected and paid for by Symphony. Symphony agrees that it will first negotiate with Spectra, but is not bound to utilize Spectra for catering services.
- Symphony agrees that there is no on-site storage available for its use at the Pacific Amphitheatre or the OC Fair & Event Center.

Fireworks

- The parties shall mutually cooperate to obtain all necessary Fire Marshal and other permits and approvals for the deployment of fireworks during concerts. Symphony will be responsible for applying for and obtaining permits.
- All related expenses will be paid for by Symphony.
- Any and all fireworks displays must be conducted by a permitted/licensed pyrotechnician approved by District.
- Permits must be submitted to District as a condition to final approval. District may decide in its sole and absolute discretion to refuse to permit the use of fireworks at any Symphony concert.

Production

- Symphony may use its own sound vendor, Solotech, for all concerts with prior approval from District. The use of Symphony vendor cannot impede the District's ability to book its own performances. Load-in and load-out for both Symphony and District cannot cause the District to lose potential performance dates each year.
- In working with its sound vendor, Symphony may not interfere with District lighting, sound or video contractors.
- Symphony will pay for all production related services (video, lighting, sound, production management, etc.), whether from District contractors or those selected by Symphony for all Symphony produced concerts.
- Any additional production equipment or upgraded equipment requested by Symphony for either Symphony produced concerts or co-produced concerts will be paid for by Symphony.
- Symphony agrees to use the District's production contractor for the co-produced concert.
- Symphony shall negotiate in good faith directly with IATSE Local 504 for labor rates and payment provisions as applicable. Symphony may use its own stage management team for any or all Symphony concerts, provided one District staff member or District designated contractor shall be on-site for each concert at Symphony's expense. District staff member or District designated contractor will have a lead role over Symphony stage management team.
- Symphony agrees to comply with all mandated sound ordinances as detailed in attached Exhibit E.

Marketing, Advertising and Signage

- During the customary promotional window, District will include appropriate references to Symphony and its concert dates in its calendar listings, emails, eblasts and other electronic marketing and advertising materials, provided, however, the foregoing shall not apply to broadcast media advertising paid by District for the annual OC Fair, or to the extent prohibited by District sponsor contracts.
- Symphony will promote the District summer concert series in reciprocal amount in subscriber packets and provide additional cross promotion of the annual OC Fair in other Symphony materials. District will provide artwork for cross promotional materials.
- District will provide at least two (2) banners ads in scheduled eblasts prior to the start of the Symphony concert season. Symphony will be responsible for providing artwork which must be approved by District. In addition, District will provide one eblast banner listing per concert to Symphony.
- District, in its sole and absolute discretion, may include Symphony approved signage and images on Pacific Amphitheatre's main electronic marquee as well as electronic corner reader boards at times and for durations agreed upon by Symphony and District.
- District will provide, at no cost to Symphony, a dedicated promotional space and agreed upon signage during the annual OC Fair to be staffed by Symphony for the purpose of providing information for the summer concert series and about the Symphony's artistic and educational programming.
- Space must be fully staffed by Symphony during all mutually agreed upon days and hours.

EXHIBIT A

Event Information

- Symphony agrees to follow all requirements related to Symphony's space during the annual OC Fair listed in the District's Commercial & Concessions Handbook.

Spaces for Information and Merchandise Sales

- District will provide reasonable physical enclosed spaces for a secure Box Office, Information Booths, Tickets Sales and Collections, Merchandise and Food Sales, and distribution of educational promotional materials during Symphony concerts.
- Symphony will be responsible for all costs of providing materials, staff and volunteers necessary to staff these locations.
- Tents, chairs, tables and other equipment necessary for such spaces will be covered by Symphony.

Ticket Sales

- Symphony may sell and distribute concert tickets to its sponsors, donors and season ticket holders, and sell single concert tickets through the Tessitura System and grant Ticketmaster a consignment right to sell other concert tickets, provided the mechanics of such sales systems operate within the existing District Box Office facilities.
- Symphony agrees to pay any resulting costs associated with Ticketmaster to support Symphony sales through Tessitura.

Catering

- Subject to Spectra's prior written approval on a year-to-year basis, Symphony may allow patrons to bring in their own food and non-alcoholic beverages (with the exception of wine) to Symphony-produced concerts, or purchase food and non-alcoholic beverages from Symphony designated vendors, restaurants or caterers.
- Symphony may provide at its sole cost food and non-alcoholic beverages to VIP boxes with or without wait service.
- Symphony will pay a wine only corkage fee buy-out based on \$2.00 for 80% of tickets sold for each concert.
- All patrons bringing beverages into the seating area must do so in a plastic or soft-sided container. Any glass bottles must be decanted prior to entering the seating area.
- Spectra will provide for sale to patrons a souvenir plastic decanter or patrons may bring their own. No glass of any kind, including bottles and wine glasses, will be permitted into the Pacific Amphitheatre seating area.
- Spectra will maintain its liquor license for the sale of wine, beer and alcohol.

REVIEWED _____

FAIRTIME

DATE **June 19, 2019**

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **International Interior Design Association, Southern CA Chapter** hereinafter, called the Renter

WITNESSETH:

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

November 6, 2019

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose herein after 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:

DesignConnect 2019

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

\$10,954.50

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

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

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

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

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

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

13. Special Provisions: **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, Renter 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 Interior Design Association, Southern CA Chapter
2100 Montrose Ave. #192
Montrose, CA 91021

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

By _____ Date: _____

By _____ Date: _____

Title: David Fridlund, President

Title:

Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

| | | | |
|------------------------|--------------------|---------------------|-------------------|
| Event Name: | DesignConnect 2019 | Contract No: | R-071-19 |
| Contact Person: | Anne Murrell | Phone: | (626) 966-1611 |
| Event Dates: | 11/06/2019 | Hours: | 4:30 PM - 8:30 PM |

| | | | |
|-----------------------------|------------------------------------------------|------------------------------|-----|
| Admission Price: | Members \$20 / Non-Members \$25 / Students \$5 | Projected Attendance: | 700 |
| Vehicle Parking Fee: | Parking Buyout (See Summary) | | |

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| Wednesday | | | |
| The Hangar | 11/06/2019 07:00 AM - 04:30 PM | Move In | No Charge |
| The Hangar | 11/06/2019 04:30 PM - 08:30 PM | Event | 3,575.00 |

Total: 3,575.00

-Move out must be completed by 11:59 PM on Wednesday - November 6, 2019 to avoid additional charges.

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--------------------------------------|------------------|--------------|-------------|---------------|
| 10 MB Internet - Hard Line | TBD | TBD EA | 150.00 DAY | TBD |
| Dumpster | Estimate 8 | 8.00 EA | 18.00 EA | 144.00 |
| Electrical Usage | Estimate Only | 1.00 EA | 350.00 EVT | 350.00 |
| Folding Table | TBD | TBD EA | 15.00 EA | TBD |
| Portable Electronic Message Board | 11/06/2019 | 2.00 EA | 75.00 DAY | 150.00 |
| Public Address System (Per Building) | TBD | TBD EA | 75.00 DAY | TBD |
| Sweeper (In-House) | Estimate 3 Hours | 3.00 HR | 75.00 HR | 225.00 |
| Wireless Internet Router | TBD | TBD EA | 75.00 EA | TBD |
| Wireless Microphone | TBD | TBD EA | 50.00 EA | TBD |

Total: 869.00

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|------------------------------------------|----------------------------------------------------|--------------|-------------|---------------|
| <u>Event Operations</u> | | | | |
| Set Up | | | | |
| Grounds Attendant | Estimate 2 Hours | 2.00 HR | 23.00 HR | 46.00 |
| Electrician | Estimate 1 Hour | 1.00 HR | 57.50 HR | 57.50 |
| Event Day | | | | |
| Grounds Attendant Lead | 11/06/2019 03:30 PM - 08:30 PM | 1.00 EA | 30.00 HR | 150.00 |
| Grounds Attendant | 11/06/2019 03:30 PM - 08:30 PM | 1.00 EA | 23.00 HR | 115.00 |
| Janitorial Attendant | 11/06/2019 03:30 PM - 08:30 PM | 2.00 EA | 23.00 HR | 230.00 |
| Clean Up | | | | |
| Grounds Attendant | Estimate 7 Hours | 7.00 HR | 23.00 HR | 161.00 |
| Janitorial Attendant | Estimate 6 Hours | 6.00 HR | 23.00 HR | 138.00 |
| Electrician | Estimate 1 Hour | 1.00 HR | 57.50 HR | 57.50 |
| <u>Event Sales & Services</u> | | | | |
| Event Coordinator | 11/06/2019 03:30 PM - 08:30 PM | 1.00 EA | 47.00 HR | 235.00 |
| <u>Parking</u> | | | | |
| Parking Attendant Lead | Estimate 6 Hours | 6.00 HR | 30.00 HR | 180.00 |
| Parking Attendant | Estimate 12 Hours | 12.00 HR | 23.00 HR | 276.00 |
| <u>Safety & Security</u> | | | | |
| Security Attendant | 11/06/2019 04:00 PM - 09:00 PM | 2.00 EA | 23.00 HR | 230.00 |
| <u>Technology</u> | | | | |
| Technology Attendant | Flat Fee (Audio Configuration) | TBD EA | 100.00 EVT | TBD |
| <u>Outside Services</u> | | | | |
| Emergency Medical Services | 11/06/2019 04:00 PM - 09:00 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 EA | 394.50 |

Total: 2,510.50

EXHIBIT A

Event Information

Summary

| | |
|----------------------------------------------------------------|------------|
| Facility Rental Total | \$3,575.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$3,379.50 |
| Parking Buyout (Negotiated Flat Fee) | \$3,000.00 |
| Refundable Deposit | \$1,000.00 |

Grand Total: \$10,954.50

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|--------------------|
| First Payment | 07/05/2019 | \$3,651.50 |
| Second Payment | 09/06/2019 | \$3,651.50 |
| Third Payment | 10/07/2019 | \$3,651.50 |
| | Total: | \$10,954.50 |

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PAYMENT

Payment due includes estimated personnel and equipment usage based upon DesignConnect 2019 activity. Summary of actual usage will be furnished to IIDA Southern California Chapter. Any personnel and equipment not used for the event or used in excess of estimates will be refunded or charged accordingly within three (3) weeks of event conclusion.

REVIEWED _____

FAIRTIME

DATE

June 19, 2019

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Rusty Barn Promotion Group 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

October 2 - 6, 2019

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose herein after 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:

Quilt, Craft & Sewing Festival

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

\$23,458.00

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.

Rusty Barn Promotion Group Inc.
2022 South 2100 East, Suite 201
Salt Lake City, UT 84108

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

By _____ Date: _____

By _____ Date: _____

Title: Chris Butler, President

Title:

Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

| | | | |
|-----------------------------|--------------------------------|------------------------------|--------------------------------------------------------------------------------------------|
| Event Name: | Quilt, Craft & Sewing Festival | Contract No: | R-096-19 |
| Contact Person: | Chris Butler | Phone: | (801) 463-1200 |
| Event Dates: | 10/03/2019 - 10/05/2019 | Hours: | Thursday: 10:00 AM - 5:00 PM Friday: 10:00 AM - 5:00 PM Saturday: 10:00 AM - 4:00 PM |
| Admission Price: | Free | | |
| Vehicle Parking Fee: | \$9.00 General Parking | Projected Attendance: | 1,800 |

Facility Rental Fee

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| Wednesday | | | |
| The Hangar | 10/02/2019 06:00 AM - 11:00 PM | Move In | 1,787.50 |
| Thursday | | | |
| The Hangar | 10/03/2019 10:00 AM - 05:00 PM | Event | 3,575.00 |
| Friday | | | |
| The Hangar | 10/04/2019 10:00 AM - 05:00 PM | Event | 3,575.00 |
| Saturday | | | |
| The Hangar | 10/05/2019 10:00 AM - 04:00 PM | Event | 3,575.00 |
| Sunday | | | |
| The Hangar | 10/06/2019 06:00 AM - 12:00 PM | Move Out | No Charge |

Move out must be completed by 11:59 PM Sunday - October 6, 2019 to avoid additional charges. **Total: 12,512.50**

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--------------------------------------|-------------------------|--------------|-------------|-----------------|
| 50 Amp Drop | TBD | TBD EA | 70.00 EA | TBD |
| Dumpster | Estimate 15 | 15.00 EA | 18.00 EA | 270.00 |
| Electrical Splitter Box | TBD | TBD EA | 55.00 EA | TBD |
| Electrical Usage | Estimate Only | 1.00 EA | 900.00 EVT | 900.00 |
| Forklift | Estimate 3 Hours | 3.00 HR | 75.00 HR | 225.00 |
| Hang Tag - 3 Day | Estimate 30 | 30.00 EA | 12.00 EA | 360.00 |
| Marquee Board | TBD | TBD EA | 0.00 EA | TBD |
| Picnic Table (Rectangular & Round) | Estimate 15 | 15.00 EA | 15.00 EA | 225.00 |
| Portable Electronic Message Board | 10/03/2019 - 10/05/2019 | 2.00 EA | 75.00 DAY | 450.00 |
| Projector (12,000 Lumens) | TBD | TBD EA | 3,000.00 EA | TBD |
| Projector Screen in Hangar | TBD | TBD EA | 300.00 EA | TBD |
| Public Address System (Per Building) | 10/03/2019 - 10/05/2019 | 1.00 EA | 75.00 DAY | 225.00 |
| Scissor Lift | TBD | TBD HR | 75.00 HR | TBD |
| Sweeper (In-House) | Estimate 3 Hours | 3.00 HR | 75.00 HR | 225.00 |
| Umbrella w/ Stand | Estimate 15 | 15.00 EA | 15.00 EA | 225.00 |
| Total: | | | | 3,105.00 |

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--------------------------------|--------------------------------|--------------|-------------|---------------|
| <u>Event Operations</u> | | | | |
| Set Up | | | | |
| Grounds Attendant | Estimate 8 Hours | 8.00 HR | 23.00 HR | 184.00 |
| Janitorial Attendant Lead | Estimate 4 Hours | 4.00 HR | 30.00 HR | 120.00 |
| Electrician | Estimate 1 Hour | 1.00 HR | 57.50 HR | 57.50 |
| Event Day | | | | |
| Grounds Attendant Lead | 10/03/2019 09:00 AM - 05:00 PM | 1.00 EA | 30.00 HR | 240.00 |
| Grounds Attendant | 10/03/2019 09:00 AM - 05:00 PM | 1.00 EA | 23.00 HR | 184.00 |
| Janitorial Attendant | 10/03/2019 09:00 AM - 05:00 PM | 2.00 EA | 23.00 HR | 368.00 |
| Grounds Attendant Lead | 10/04/2019 09:00 AM - 05:00 PM | 1.00 EA | 30.00 HR | 240.00 |
| Grounds Attendant | 10/04/2019 09:00 AM - 05:00 PM | 1.00 EA | 23.00 HR | 184.00 |
| Janitorial Attendant | 10/04/2019 09:00 AM - 05:00 PM | 2.00 EA | 23.00 HR | 368.00 |

EXHIBIT A

Event Information

| | | | | | | |
|------------------------------------------|----------------------------------------------------|-------|----|--------|-----|--------|
| Grounds Attendant Lead | 10/05/2019 09:00 AM - 04:00 PM | 1.00 | EA | 30.00 | HR | 210.00 |
| Grounds Attendant | 10/05/2019 09:00 AM - 04:00 PM | 1.00 | EA | 23.00 | HR | 161.00 |
| Janitorial Attendant | 10/05/2019 09:00 AM - 04:00 PM | 2.00 | EA | 23.00 | HR | 322.00 |
| Clean Up | | | | | | |
| Grounds Attendant Lead | Estimate 5 Hours | 5.00 | HR | 30.00 | HR | 150.00 |
| Grounds Attendant | Estimate 5 Hours | 5.00 | HR | 23.00 | HR | 115.00 |
| 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 |
| <u>Event Sales & Services</u> | | | | | | |
| Event Coordinator | 10/03/2019 09:00 AM - 05:00 PM | 1.00 | EA | 47.00 | HR | 376.00 |
| Event Coordinator | 10/04/2019 09:00 AM - 05:00 PM | 1.00 | EA | 47.00 | HR | 376.00 |
| Event Coordinator | 10/05/2019 09:00 AM - 04:00 PM | 1.00 | EA | 47.00 | HR | 329.00 |
| <u>Parking</u> | | | | | | |
| Parking Attendant Lead | Estimate 8 Hours | 8.00 | HR | 30.00 | HR | 240.00 |
| Parking Attendant | Estimate 16 Hours | 16.00 | HR | 23.00 | HR | 368.00 |
| <u>Technology</u> | | | | | | |
| Technology Attendant | Flat Fee (Audio Configuration) | 1.00 | EA | 100.00 | EVT | 100.00 |
| <u>Outside Services</u> | | | | | | |
| Emergency Medical Services | 10/03/2019 09:30 AM - 05:30 PM | 2.00 | EA | 24.00 | HR | 384.00 |
| Emergency Medical Services | 10/04/2019 09:30 AM - 05:30 PM | 2.00 | EA | 24.00 | HR | 384.00 |
| Emergency Medical Services | 10/05/2019 09:30 AM - 04:30 PM | 2.00 | EA | 24.00 | HR | 336.00 |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 1.50 | HR | 263.00 | HR | 394.50 |

Total: 6,340.50

Summary

| | |
|----------------------------------------------------------------|-------------|
| Facility Rental Total | \$12,512.50 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$9,445.50 |
| Refundable Deposit | \$1,500.00 |

Grand Total: \$23,458.00

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|---------------|
| Payment 1 | 08/03/2019 | \$5,864.50 |
| Payment 2 | 09/02/2019 | \$5,864.50 |
| Payment 3 | 09/17/2019 | \$5,864.50 |
| Final Invoice | 10/15/2019 | \$5,864.50 |

Total: \$23,458.00

Please Remit Payment in *Check Only*

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

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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



R _____

A _____

**AMENDMENT TO FLYING MIZ DAISY VINTAGE MARKET
(JUNE 2019)**

DATE: June 19, 2019

RENTAL AGREEMENT: R-106-19

AMENDMENT #1

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

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|------------------|
| Thursday The Hangar | 06/06/2019 05:00 PM - 08:00 PM | Move In | No Charge |
| | | Total: | No Charge |

Summary

| | |
|------------------------------------------------------------------------------------------|-----------------------------------|
| Original Rental Agreement Facility Fee Total | \$7,150.00 |
| Original Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total | \$7,755.00 |
| Refundable Deposit | \$1,500.00 |
| | Original Grand Total: \$16,405.50 |
| | Total: \$16,405.50 |

Please Remit Payment in *Check or Credit Card *

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

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

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

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

By _____ Date: _____
Title: Charlene Goetz, Promoter

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

REVIEWED _____

FAIRTIME

DATE

June 19, 2019

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **American Promotional Events, Inc. – West dba TNT Fireworks** 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 22 - July 8, 2019

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose herein after 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:

Retail Sale of Safe and Sane Consumer fireworks and Deregulated Novelties as Permitted by the law of the State of California

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

\$4,000.00

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.

American Promotional Events, Inc. – West dba TNT
555 North Gilbert Avenue
Fullerton, CA 92833

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

By _____ Date: _____

By _____ Date: _____

Title: Laura Lira, Owner

Title:

Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

| | | | |
|------------------------|-------------------------|---------------------|-------------------------------------------------------------------------------|
| Event Name: | TNT Fireworks | Contract No: | R-119-19 |
| Contact Person: | Laura Lira | Phone: | (714) 335-3733 |
| Event Dates: | 06/27/2019 - 07/04/2019 | Hours: | 06/27/2019 - 07/03/2019: 10:00 AM - 10:00 PM 07/04/2019: 9:00 AM - 9:00 PM |

| | | | |
|-----------------------------|------|------------------------------|-----|
| Vehicle Parking Fee: | Free | Projected Attendance: | 100 |
|-----------------------------|------|------------------------------|-----|

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 | 06/22/2019 - 06/26/2019 | Move In | Included |
| Portion of Parking Lot E | 06/27/2019 - 07/04/2019 | Event | 3,600.00 |
| Portion of Parking Lot E | 07/05/2019 - 07/08/2019 | Move Out | Included |

| | | |
|----------------------------------------------------------------------------------------------|---------------|-----------------|
| Move out must be completed by 11:59 PM on Sunday - July 8, 2018 to avoid additional charges. | Total: | 3,600.00 |
|----------------------------------------------------------------------------------------------|---------------|-----------------|

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-------------------------|----------------------------------------------------|--------------|---------------|---------------|
| <u>Outside Services</u> | | | | |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 1.00 EA | 400.00 HR | 400.00 |
| | | | Total: | 400.00 |

Summary

| | |
|----------------------------------------------------------------|-------------------|
| Facility Rental Total | \$3,600.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$400.00 |
| Grand Total: | \$4,000.00 |

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|-------------------|
| First Payment | 06/07/2019 | \$4,000.00 |
| | Total: | \$4,000.00 |

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Hyundai AutoEver America** 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 20, 2019

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose herein after 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:

Hyundai Company Picnic

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

\$628.00

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

6. Association shall have the right to audit and monitor 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 or guests 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. 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 last below signed.

Hyundai AutoEver America
10550 Talbert Avenue
Fountain Valley, CA 92708

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

By _____ Date: _____

By _____ Date: _____

Title: Joellen Whitewolf, Exec. Principal, HR,
Human Resources & Admin

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

EXHIBIT A

Event Information

| | | | |
|-----------------------------|--------------------------------------|------------------------------|--------------------|
| Event Name: | Hyundai Company Picnic | Contract No: | R-120-19 |
| Contact Person: | Theresa Phinisey | Phone: | (714) 887-2535 |
| Event Date: | 07/20/2019 | Hours: | 11:00 AM - 3:00 PM |
| Admission Price: | Group Order purchased through Tandem | | |
| Vehicle Parking Fee: | \$10.00 General Parking | Projected Attendance: | 30 |

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|------------------------|---------------|
| Saturday | | | |
| Club OC Plaza Pacifica West | 07/20/2019 11:00 AM - 03:00 PM | Move In/Event/Move Out | 500.00 |

Note: Fair opens at 11:00 AM

Move out must be completed by 3:00 PM on Saturday - July 20, 2019

Total: 500.00

Estimated Fees, Equipment, Reimbursable Personnel, Group Tickets, Catering and Insurance

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|----------------------------------------------|----------------------|--------------|-------------|---------------|
| Event Operations | | | | |
| Post Event Cleanup | | | | |
| Dumpster | Estimate 2 | 2.00 EA | 18.00 EA | 36.00 |
| Grounds Attendant | Estimate 2 Hours | 2.00 HR | 23.00 HR | 46.00 |
| Janitorial Attendant | Estimate 2 Hours | 2.00 HR | 23.00 HR | 46.00 |
| Group Tickets | | | | |
| Adult Admission | Pay Direct to Tandem | TBD EA | 11.00 EA | TBD |
| Youth Admission | Pay Direct to Tandem | TBD EA | 4.00 EA | TBD |
| Pre-Paid Parking Pass | Pay Direct to Tandem | TBD EA | 10.00 EA | TBD |
| \$100 Fun Passes | Pay Direct to Tandem | TBD EA | 90.00 EA | TBD |
| \$50 Fun Passes | Pay Direct to Tandem | TBD EA | 45.00 EA | TBD |
| \$25 Fun Passes | Pay Direct to Tandem | TBD EA | 22.50 EA | TBD |
| \$15 Fun Passes | Pay Direct to Tandem | TBD EA | 13.50 EA | TBD |
| Catering Order (see Exhibit C) | | | | |
| Spectra to Provide - Pay Direct To Spectra | | TBD EA | TBD Spectra | Spectra |
| Insurance (see Exhibit D) | | | | |
| Special Event Liability Insurance (S.E.L.I.) | TBD | TBD EA | 95.00 DAY | TBD |

Total: 128.00

Summary

| | |
|----------------------------------------------------------------|----------|
| Facility Rental Total | \$500.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$128.00 |
| Refundable Deposit | |

Grand Total: \$628.00

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|---------------|
| First Payment | 06/20/2019 | \$628.00 |

Total: \$628.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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.

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **City of Costa Mesa** 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 2 - 4, 2019

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose herein after 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:

City of Costa Mesa 4th of July Celebration

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

\$46,211.00 (Not to exceed \$50,000)

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, defend 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 caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted, including but not limited to claims by all persons to whom the Rentor may be liable under any Workers' Compensation law and claims relating to loss of property, goods, wares or merchandise.

Association agrees to indemnify, defend, and hold free and harmless Rentor, its elected officials, officers, agents, employees, and volunteers from any and all claims, causes of action, suits, and other legal proceedings brought against Rentor, its elected officials, officers, agents and employees arising out of or in any way connected to the acts or omissions of Association, the State of California, and/or their officers, agents, servants, employees and/or subcontractors in connection with this Agreement. Notwithstanding the foregoing, neither Association nor Rentor shall be liable for the defense or indemnification of the other party for claims, causes of action, complaints, or suits arising out of the sole active negligence or willful misconduct of the other party, its respective officers, agents, servants, and/or employees. Association shall include within its contracts with any vendors or subcontractors contracted for Rentor's event the requirement that the vendor or subcontractor indemnify, defend, and hold free and harmless Rentor, its elected officials, officers, agents, employees, and volunteers from any and all claims, causes of action, suits, and other legal proceedings brought against Rentor, its elected officials, officers, agents and employees arising out of or in any way connected to the acts or omissions of the vendor or subcontractor, and/or the vendor's or subcontractor's officers, agents, servants and employees in connection with its agreement with Association.

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.

**City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626**

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

By _____ Date: _____
Title: Tamara Letourneau, Acting City Manager

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

EXHIBIT A

Event Information

| | | | |
|------------------------|--------------------------------------------|---------------------|--------------------|
| Event Name: | City of Costa Mesa 4th of July Celebration | Contract No: | R-122-19 |
| Contact Person: | Jennifer Christ | Phone: | (714) 403-7731 |
| Event Date: | 07/03/2019 | Hours: | 5:00 PM - 11:00 PM |

Admission Price: Free

Vehicle Parking Fee: No Charge **Projected Attendance:** 1,500

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| Tuesday | | | |
| 1/2 Parking Lot A | 07/02/2019 08:00 AM - 08:00 PM | Move In | Included |
| Wednesday | | | |
| 1/2 Parking Lot A | 07/03/2019 05:00 PM - 11:00 PM | Event | Included |
| Thursday | | | |
| 1/2 Parking Lot A | 07/04/2019 08:00 AM - 05:00 PM | Move Out | Included |

Move out must be completed by 5:00 PM on Thursday - July 4, 2019 to avoid additional charges. **In-Kind Trade Total:** **Included**

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|---------------------------------------------------------|-------------------------|--------------|-------------|---------------|
| 20 Amp Drop | TBD | TBD EA | 25.00 EA | TBD |
| 30 Amp Drop | TBD | TBD EA | 50.00 EA | TBD |
| 50 Amp Drop | TBD | TBD EA | 70.00 EA | TBD |
| Audio Mixer | TBD | TBD EA | 35.00 EA | TBD |
| Barricade (Plastic) | Estimate 50 | 50.00 EA | 15.00 EA | 750.00 |
| Cable Ramp | TBD | TBD EA | 15.00 EA | TBD |
| Chair (Individual) | TBD | TBD EA | 2.50 EA | TBD |
| 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 | 400.00 EVT | 400.00 |
| Forklift | Estimate 2 Hours | 2.00 HR | 75.00 HR | 150.00 |
| Light Tower | TBD | TBD EA | 450.00 EA | TBD |
| Marquee Board | 06/27/2019 - 07/03/2019 | 1.00 EA | Included | Included |
| Picnic Table (Rectangular & Round) | Estimate 20 | 20.00 EA | 15.00 EA | 300.00 |
| Podium | TBD | TBD EA | 25.00 EA | TBD |
| Portable PA System (w/ Wired Mic, Stand and 2 Speakers) | TBD | TBD EA | 150.00 EA | TBD |
| Portable Electronic Message Board | TBD | TBD EA | 75.00 DAY | TBD |
| Stage Right 24' x 8' Stage | TBD | TBD EA | 1,000.00 EA | TBD |
| Stanchion | TBD | TBD EA | 5.00 EA | TBD |
| Sweeper (In-House) | TBD | TBD HR | 75.00 HR | TBD |
| Ticket Booth (Double Window) | TBD | TBD EA | 100.00 EA | TBD |
| Umbrella w/ Stand | TBD | TBD EA | 15.00 EA | TBD |
| Wireless Microphone | TBD | TBD EA | 50.00 EA | TBD |

In-Kind Trade Total: **1,890.00**

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-------------------------|--------------------------------|--------------|-------------|---------------|
| Event Operations | | | | |
| Set Up | | | | |
| Grounds Attendant | Estimate 8 Hours | 8.00 HR | 23.00 HR | 184.00 |
| Janitorial Attendant | Estimate 5 Hours | 5.00 HR | 23.00 HR | 115.00 |
| Electrician | Estimate 4 Hours | 4.00 HR | 57.50 HR | 230.00 |
| Event Day | | | | |
| Grounds Attendant Lead | 07/03/2019 04:00 PM - 11:00 PM | 1.00 EA | 30.00 HR | 210.00 |
| Grounds Attendant | 07/03/2019 04:00 PM - 11:00 PM | 3.00 EA | 23.00 HR | 483.00 |
| Janitorial Attendant | 07/03/2019 04:00 PM - 11:00 PM | 4.00 EA | 23.00 HR | 644.00 |
| Electrician | 07/03/2019 04:00 PM - 11:00 PM | 1.00 EA | 57.50 HR | 402.50 |

EXHIBIT A

Event Information

Clean Up

| | | | | | | |
|----------------------|-------------------|-------|----|-------|----|--------|
| Grounds Attendant | Estimate 10 Hours | 10.00 | HR | 23.00 | HR | 230.00 |
| Janitorial Attendant | Estimate 8 Hours | 8.00 | HR | 23.00 | HR | 184.00 |
| Electrician | Estimate 3 Hours | 3.00 | HR | 57.50 | HR | 172.50 |

Event Sales & Services

| | | | | | | |
|-------------------|--------------------------------|------|----|-------|----|--------|
| Event Coordinator | 07/03/2019 04:00 PM - 11:00 PM | 1.00 | EA | 47.00 | HR | 329.00 |
|-------------------|--------------------------------|------|----|-------|----|--------|

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 |

Safety & Security

| | | | | | | |
|-------------------------|--------------------------------|------|----|-------|----|--------|
| Security Attendant Lead | 07/03/2019 04:30 PM - 11:30 PM | 1.00 | EA | 30.00 | HR | 210.00 |
| Security Attendant | 07/03/2019 04:30 PM - 11:30 PM | 6.00 | EA | 23.00 | HR | 966.00 |

Outside Services

| | | | | | | |
|----------------|--------------------------|------|----|--------|-----|--------|
| Sound Engineer | Estimate Only 07/03/2019 | 1.00 | EA | 750.00 | DAY | 750.00 |
|----------------|--------------------------|------|----|--------|-----|--------|

In-Kind Trade Total: 5,870.00

Outside Services

| | | | | | | |
|--------------------------------------|----------------------------------------------------|------|-----|-----------|-----|-----------|
| Audio Rental (RKDE) | Estimate Only | 1.00 | EVT | 6,250.00 | EVT | 6,250.00 |
| Emergency Medical Services | 07/03/2019 04:30 PM - 11:30 PM | 4.00 | EA | 24.00 | HR | 672.00 |
| Pyrotechnic Display | Estimate Only | 1.00 | EVT | 37,500.00 | EVT | 37,500.00 |
| Trash Collection & Sweeping Services | Estimate Only | 1.00 | EA | 1,000.00 | EVT | 1,000.00 |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 3.00 | HR | 263.00 | HR | 789.00 |

City of Costa Mesa Total: 46,211.00

In-Kind Trade Summary

| | |
|-----------------------------------------------------|------------|
| Facility Rental Total | Included |
| Estimated Equipment Total | \$1,890.00 |
| Estimated Reimbursable Personnel and Services Total | \$5,870.00 |

Grand Total: \$7,760.00

City of Costa Mesa Summary

| | |
|----------------------------------|---------------|
| Facility Rental Total | In-Kind Trade |
| Estimated Equipment Total | In-Kind Trade |
| Estimated Outside Services Total | \$46,211.00 |

Grand Total: \$46,211.00

Payment Schedule

| | <u>Due Date</u> | <u>Amount</u> |
|----------------|-----------------|---------------|
| First Payment | 06/18/2019 | \$23,105.50 |
| Second Payment | 06/25/2019 | \$23,105.50 |

Total: \$46,211.00

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

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.

PYROTECHNICS

The pyrotechnics company will work directly with State Fire Marshal for all required approvals. A pre-inspection and/or on-site stand-by may be required by the State Fire Marshal and may result in additional State Fire Marshal fees.

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 cannot begin before 8:00 AM and must end by 10:00 PM on Wednesday - July 3rd. Should the Sound Monitor request that the volume of music, sound or noise be lowered or turned off, the City of Costa Mesa must comply with request. Bull horns or similar devices are not allowed. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by the OCFEC Sound Monitor prior to the event.

In exchange for above outlined **\$7,760.00** In-Kind Trade, it has been mutually agreed that The City of Costa Mesa will provide trade to OCFEC as follows:

Official event location "OC Fair & Event Center" inclusion/presentation in all following advertising mediums:

1. Listed as one of 4 Title Sponsors on Social Media
2. Listed as one of 4 Title Sponsors on all Flyers
3. Listed as one of 4 Title Sponsors on the Stage Banner.
4. Featured on Costa Mesa Mintue

Time of event opportunities:

1. Sponsorship Recognition Booth
2. VIP Experience for 6
3. MC Recognition.

REVIEWED _____

FAIRTIME

DATE

June 19, 2019

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **California Restaurant Association Foundation (CRAF)** 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 11 - 12, 2019

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose herein after 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:

Grateful Table

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 = \$1,000.00

Payment = \$3,610.50

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.

California Restaurant Association Foundation (CRAF)
621 Capitol Mall, Suite 2000
Sacramento, CA 95814

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

By _____ Date: _____

By _____ Date: _____

Title: Alycia Harshfield, Executive Director

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

EXHIBIT A

Event Information

| | | | |
|------------------------|-------------------|---------------------|--------------------|
| Event Name: | Grateful Table | Contract No: | R-123-19 |
| Contact Person: | Alycia Harshfield | Phone: | (916) 431-2757 |
| Event Date | 10/12/2019 | Hours: | 5:00 PM - 11:00 PM |

Vehicle Parking Fee: No Charge (Private Event) **Projected Attendance:** 100

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| Friday | | | |
| Centennial Farm | 10/11/2019 01:00 PM - 08:00 PM | Move In | No Charge |
| Crafters Village | 10/11/2019 01:00 PM - 08:00 PM | Move In | No Charge |
| Millenium Barn | 10/11/2019 01:00 PM - 08:00 PM | Move In | No Charge |
| Silo Building | 10/11/2019 01:00 PM - 08:00 PM | Move In | No Charge |
| Saturday | | | |
| Centennial Farm | 10/12/2019 05:00 PM - 11:00 PM | Event | No Charge |
| Crafters Village | 10/12/2019 05:00 PM - 11:00 PM | Event | 1,000.00* |
| Millenium Barn | 10/12/2019 05:00 PM - 11:00 PM | Event | No Charge |
| Silo Building | 10/12/2019 05:00 PM - 11:00 PM | Event | No Charge |

***In-Kind Trade Facility Total: 1,000.00**

Move out must be completed by 11:59 PM on Saturday - October 12, 2019 to avoid additional charges.

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|---------------------------------------------------------|------------------|--------------|-------------|-----------------|
| Barricade (Metal) | TBD | TBD EA | 15.00 EA | TBD |
| Dumpster | Estimate 3 | 3.00 EA | 18.00 EA | 54.00 |
| Electrical Splitter Box | TBD | TBD EA | 55.00 EA | TBD |
| Electrical Usage | Estimate Only | 1.00 EA | 0.00 EVT | TBD |
| Forklift | Estimate 4 Hours | 4.00 HR | 75.00 HR | 300.00 |
| Man Lift | Estimate 5 Hours | 5.00 HR | 75.00 HR | 375.00 |
| Picnic Table (Rectangular & Round) | TBD | TBD EA | 15.00 EA | TBD |
| Portable PA System (w/ Wired Mic, Stand and 2 Speakers) | TBD | TBD EA | 150.00 EA | TBD |
| Projector (1,700 Lumens) | TBD | TBD EA | 125.00 DAY | TBD |
| Projector Screen 6' Tripod | 10/12/2019 | 1.00 EA | 30.00 DAY | 30.00 |
| Scissor Lift | Estimate 3 Hours | 3.00 HR | 75.00 HR | 225.00 |
| Straw Bale | TBD | TBD EA | 5.00 EA | TBD |
| Sweeper (In-House) | Estimate 2 Hours | 2.00 HR | 75.00 EA | 150.00 |
| Total: | | | | 1,134.00 |

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|------------------------------------------|--------------------------------|--------------|-------------|---------------|
| <u>Event Operations</u> | | | | |
| Set Up | | | | |
| Grounds Attendant Lead | Estimate 10 Hours | 10.00 HR | 30.00 HR | 300.00 |
| Grounds Attendant | Estimate 10 Hours | 10.00 HR | 23.00 HR | 230.00 |
| Grounds Attendant (Centennial Farm) | Estimate 3 Hours | 3.00 HR | 23.00 HR | 69.00 |
| Janitorial Attendant | Estimate 2 Hours | 2.00 HR | 23.00 HR | 46.00 |
| Electrician | Estimate 2 Hours | 2.00 HR | 57.50 HR | 115.00 |
| Event Day | | | | |
| Grounds Attendant Lead | 10/12/2019 04:00 PM - 11:00 PM | 1.00 EA | 30.00 HR | 210.00 |
| Janitorial Attendant | 10/12/2019 04:00 PM - 11:00 PM | 2.00 EA | 23.00 HR | 322.00 |
| Clean Up | | | | |
| Grounds Attendant | Estimate 10 Hours | 10.00 HR | 23.00 HR | 230.00 |
| Janitorial Attendant | Estimate 2 Hours | 2.00 HR | 23.00 HR | 46.00 |
| Electrician | Estimate 1 Hour | 1.00 HR | 57.50 HR | 57.50 |
| <u>Event Sales & Services</u> | | | | |
| Event Coordinator | 10/12/2019 04:00 PM - 11:00 PM | 1.00 EA | 47.00 HR | 329.00 |

EXHIBIT A

Event Information

| | | | | | | | |
|-------------------------------------|--------------------------------|------|----|-------|-----|--|-----------------|
| <u>Safety & Security</u> | | | | | | | |
| Security Attendant | 10/12/2019 04:30 PM - 11:30 PM | 2.00 | EA | 23.00 | HR | | 322.00 |
| <u>Insurance</u> | | | | | | | |
| S.E.L.I. Insurance | TBD | TBD | EA | 95.00 | DAY | | TBD |
| Total: | | | | | | | 2,276.50 |

Summary

| | | | | | | | |
|------------------------------------|--|--|--|--|--|--|-------------------|
| <u>OCFEC In-Kind Trade</u> | | | | | | | |
| Facility Rental Total | | | | | | | \$1,000.00 |
| *In-Kind Trade Grand Total: | | | | | | | \$1,000.00 |

| | | | | | | | |
|----------------------------------------------------------------|--|--|--|--|--|--|-------------------|
| <u>California Restaurant Association Foundation</u> | | | | | | | |
| Estimated Equipment, Reimbursable Personnel and Services Total | | | | | | | \$3,410.50 |
| Refundable Deposit | | | | | | | \$200.00 |
| Grand Total: | | | | | | | \$3,610.50 |

Payment Schedule

| | | | |
|--------------------------------|--|------------------------|----------------------|
| <u>Payment Schedule</u> | | <u>Due Date</u> | <u>Amount</u> |
| Full Payment | | 08/12/2019 | \$3,610.50 |
| Total: | | | \$3,610.50 |

Please Remit Payment in *Check Only*

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

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

Please see Exhibit "D" for additional information regarding rental of the Millennium Barn.

IN-KIND TRADE

In exchange for above outlined **\$1,000.00** In-Kind Trade, it has been mutually agreed that **California Restaurant Association Foundation (CRAF)**, will provide trade to OCFEC as follows:

The Grateful Table Venue Host Trade Benefits

- Recognition as Restaurants Care Venue Host in media outreach, event invites and collateral
 - Recognition in the CRA *The Source* electronic newsletter (*Circulation 17,000*)
 - Premium seating for eight (8) at The Grateful Table event
 - Logo on website as Venue Host for The Grateful Table event
 - Presentation of thank you at the event
 - Full page acknowledgement in event program (*350 printed programs*)
 - Three (3) social media mentions (*3,500 followers*)
 - Inclusion in event gift bag, if applicable (*Approximately 300 gift bags*)
 - Opportunity to address the **CRAF** board of directors during a board meeting (*20 industry leaders*)
 - Invitation to the annual CEO Lunch with the California Restaurant Association CEO
 - Outreach to local legislators, council members and officials to position the OC Fair & Event Center as a great community
- Inclusion in media outreach for trade partnership and event support:
- OC Media outlets
 - Recognition in the CRA *The Source* electronic newsletter (*Circulation 17,000*)

EXHIBIT A

Event Information

Participation in ProStart high school culinary program efforts to help OC Fair & Event Center reach its education outreach goals:

- Complimentary CA ProStart Cup Trends + Techniques Expo Table
- Invitation to OC Fair & Event Center staff to attend the student-industry networking lunch at Experience Hospitality OC
- Invitation to lead a session at the CRAF ProStart Education Regional Workshop
- Opportunity to give ProStart students tours of Centennial Farm at the OC Fair & Event Center
- Opportunity to promote internships and employment to ProStart students
- Opportunity to be a guest speaker at ProStart programs in Orange County

OCFEC will allow **California Restaurant Association Foundation (CRAF)** to bring in donated food and beverage and partners for the reception and dinner.

SOUND ORDINANCE

Per City Ordinance, loud noise is not permitted between the hours of 10:00 PM to 8:00 AM. Please refer to Exhibit E. **Should the Event Coordinator request that the volume of music, sound or noise be lowered or turned off, the California Restaurant Association Foundation (CRAF) must comply with request. All amplified music/sound must remain inside of the Millennium Barn. The Millennium Barn doors must remain closed after 10:00 PM to contain sound.**

Title: Alycia Harshfield, Executive Director

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

REVIEWED _____

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Odyssey Systems Consulting Group** 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 21, 2019

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose herein after 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:

Odyssey Systems Picnic

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

\$628.00

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

6. Association shall have the right to audit and monitor 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 or guests 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. 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 last below signed.

Odyssey Systems Consulting Group
2310 East El Segundo Boulevard
El Segundo, CA 90245

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

By _____ Date: _____

By _____ Date: _____

Title: Michael Scott, Task Order Manager

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

EXHIBIT A

Event Information

| | | | |
|-----------------------------|--------------------------------------|------------------------------|--------------------|
| Event Name: | Odyssey Systems Picnic | Contract No: | R-124-19 |
| Contact Person: | Michael Scott | Phone: | (310) 653-9412 |
| Event Date: | 07/21/2019 | Hours: | 11:00 AM - 3:00 PM |
| Admission Price: | Group Order purchased through Tandem | | |
| Vehicle Parking Fee: | \$10.00 General Parking | Projected Attendance: | 30 |

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|-------------------------------------|--------------------------------|------------------------|---------------|
| Sunday Business Development Area | 07/21/2019 11:00 AM - 03:00 PM | Move In/Event/Move Out | 500.00 |

Note: Fair opens at 11:00 AM

Move out must be completed by 3:00 PM on Sunday - July 21, 2019

Total: 500.00

Estimated Fees, Equipment, Reimbursable Personnel, Group Tickets, Catering and Insurance

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|----------------------------------------------|----------------------|--------------|-------------|---------------|
| Event Operations | | | | |
| Post Event Cleanup | | | | |
| Dumpster | Estimate 2 | 2.00 EA | 18.00 EA | 36.00 |
| Grounds Attendant | Estimate 2 Hours | 2.00 HR | 23.00 HR | 46.00 |
| Janitorial Attendant | Estimate 2 Hours | 2.00 HR | 23.00 HR | 46.00 |
| Group Tickets | | | | |
| Adult Admission | Pay Direct to Tandem | TBD EA | 11.00 EA | TBD |
| Youth Admission | Pay Direct to Tandem | TBD EA | 4.00 EA | TBD |
| Pre-Paid Parking Pass | Pay Direct to Tandem | TBD EA | 10.00 EA | TBD |
| \$100 Fun Passes | Pay Direct to Tandem | TBD EA | 90.00 EA | TBD |
| \$50 Fun Passes | Pay Direct to Tandem | TBD EA | 45.00 EA | TBD |
| \$25 Fun Passes | Pay Direct to Tandem | TBD EA | 22.50 EA | TBD |
| \$15 Fun Passes | Pay Direct to Tandem | TBD EA | 13.50 EA | TBD |
| Catering Order (see Exhibit C) | | | | |
| Spectra to Provide - Pay Direct To Spectra | | TBD EA | TBD Spectra | Spectra |
| Insurance (see Exhibit D) | | | | |
| Special Event Liability Insurance (S.E.L.I.) | TBD | TBD EA | 60.00 DAY | TBD |

Total: 128.00

Summary

| | |
|----------------------------------------------------------------|----------|
| Facility Rental Total | \$500.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$128.00 |
| Refundable Deposit | |

Grand Total: \$628.00

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|---------------|
| First Payment | 06/21/2019 | \$628.00 |

Total: \$628.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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 _____

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Super Color Digital** 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 17- 18, 2019

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose herein after 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:

Super Color Digital Testing

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

\$9,710.00

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

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

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

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

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

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

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

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

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

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

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

Super Color Digital
16761 Hale
irvine, CA 92606

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

By _____ Date: _____

By _____ Date: _____

Title: Scott Murray, V.P.

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

EXHIBIT A

Event Information

| | | | |
|-----------------------------|--------------------------------|------------------------------|--------------------|
| Event Name: | Super Color Digital Testing | Contract No: | R-125-19 |
| Contact Person: | Scott Murray | Phone: | (949) 422-0432 |
| Event Dates: | 05/17/2019 - 05/18/2019 | Hours: | 6:00 AM - 11:00 PM |
| Vehicle Parking Fee: | Private Event (No Parking Fee) | Projected Attendance: | 10 |

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|-----------------|
| Friday | | | |
| The Hangar | 05/17/2019 06:00 AM - 11:00 PM | Event | 3,575.00 |
| Saturday | | | |
| The Hangar | 05/18/2019 06:00 AM - 11:00 PM | Event | 3,575.00 |
| Total: | | | 7,150.00 |

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--------------------|------------------|--------------|-------------|---------------|
| Dumpster | Estimate 1 | 1.00 EA | 18.00 EA | 18.00 |
| Electrical Usage | Estimate Only | 1.00 EA | 700.00 EVT | 700.00 |
| Sweeper (In-House) | Estimate 2 Hours | 2.00 HR | 75.00 HR | 150.00 |
| Total: | | | | 868.00 |

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|------------------------------------------|------------------|--------------|-------------|---------------|
| <u>Event Operations</u> | | | | |
| Event Day | | | | |
| Grounds Attendant | Estimate 4 Hours | 4.00 HR | 23.00 HR | 92.00 |
| Janitorial Attendant | Estimate 4 Hours | 4.00 HR | 23.00 HR | 92.00 |
| <u>Event Sales & Services</u> | | | | |
| Event Coordinator | Estimate 4 Hours | 4.00 HR | 47.00 HR | 188.00 |
| <u>Insurance</u> | | | | |
| S.E.L.I. Insurance | 05/17/2019 | 1.00 EA | 60.00 DAY | 120.00 |
| Total: | | | | 492.00 |

Summary

| | |
|----------------------------------------------------------------|-------------------|
| Facility Rental Total | \$7,150.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$1,360.00 |
| Refundable Deposit | \$1,200.00 |
| Grand Total: | \$9,710.00 |

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|-------------------|
| First Payment | Upon Signing | \$9,710.00 |
| Total: | | \$9,710.00 |

Please Remit Payment in *Check or Credit Card Only*

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

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

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 _____

FAIRTIME

DATE

June 19, 2019

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

September 21, 2019

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose herein after 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:

Mangan, Inc. Company Picnic

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

\$5,100.00

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

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

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

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

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

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

11. The Rules and Regulations printed on the 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.

Mangan, Inc.
3901 Via Oro Avenue
Long Beach, CA 90810

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

By _____ Date: _____

By _____ Date: _____

Title: Tina Drimilis, Sr. HR Manager

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

EXHIBIT A

Event Information

| | | | |
|------------------------|-----------------------------|---------------------|--------------------|
| Event Name: | Mangan, Inc. Company Picnic | Contract No: | R-126-19 |
| Contact Person: | Tina Drimilis | Phone: | (310) 835-8080 |
| Event Date: | 09/21/2019 | Hours: | 11:00 AM - 3:00 PM |

Vehicle Parking Fee: Private Event (*No Parking Fee*) **Projected Attendance:** 120

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date -Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| Saturday | | | |
| Millennium Barn | 09/21/2019 09:00 AM - 11:00 AM | Move In | Included |
| Millennium Barn | 09/21/2019 11:00 AM - 03:00 PM | Event | 1,050.00 |

-Move out must be completed by 11:59 PM on Saturday - September 21, 2019 to avoid additional charges. Total: 1,050.00

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|----------------------------------------|------------------|--------------|-------------|---------------|
| Barricades | Estimate 25 | 25.00 EA | 15.00 EA | 375.00 |
| Dumpster | Estimate 2 | 2.00 EA | 18.00 EA | 36.00 |
| Electrical Splitter Box | Estimate 1 | 1.00 EA | 55.00 EA | 55.00 |
| Electrical Usage Rate | Estimate Only | 1.00 EA | 250.00 EVT | 250.00 |
| Forklift (<i>Straw Bale</i>) | Estimate 2 Hours | 2.00 HR | 75.00 HR | 150.00 |
| Scissor Lift (<i>Twinkle Lights</i>) | TBD | TBD HR | 75.00 HR | TBD |
| Straw Bale | Estimate 20 | 20.00 EA | 5.00 EA | 100.00 |
| Sweeper (<i>In-House</i>) | Estimate 2 Hours | 2.00 HR | 75.00 HR | 150.00 |

Total: 1,116.00

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|------------------------------------------|--------------------------------|--------------|-------------|---------------|
| <u>Event Operations</u> | | | | |
| Set Up | | | | |
| Grounds Attendant Lead | Estimate 10 Hours | 10.00 HR | 30.00 HR | 300.00 |
| Grounds Attendant | Estimate 12 Hours | 12.00 HR | 23.00 HR | 276.00 |
| Janitorial Attendant | Estimate 2 Hours | 2.00 HR | 23.00 HR | 46.00 |
| Electrician | Estimate 1 Hour | 1.00 HR | 57.50 HR | 57.50 |
| Event Day | | | | |
| Grounds Attendant Lead | 09/21/2019 10:00 AM - 03:00 PM | 1.00 EA | 30.00 HR | 150.00 |
| Janitorial Attendant | 09/21/2019 10:00 AM - 03:00 PM | 2.00 EA | 23.00 HR | 230.00 |
| Clean Up | | | | |
| Grounds Attendant | Estimate 12 Hours | 12.00 HR | 23.00 HR | 276.00 |
| Janitorial Attendant | Estimate 2 Hours | 2.00 HR | 23.00 HR | 46.00 |
| Electrician | Estimate 1 Hour | 1.00 HR | 57.50 HR | 57.50 |
| <u>Event Sales & Services</u> | | | | |
| Event Coordinator | 09/21/2019 10:00 AM - 03:00 PM | 1.00 EA | 47.00 HR | 235.00 |
| <u>Safety and Security</u> | | | | |
| Security Attendant | 09/21/2019 10:30 AM - 03:30 PM | 4.00 EA | 23.00 HR | 460.00 |
| <u>Insurance</u> | | | | |
| S.E.L.I. Insurance | 09/21/2019 | 1.00 EA | 105.00 DAY | TBD |

Due to S.E.L.I. coverage expiration, move out must be completed by 11:59 PM on Saturday - September 21, 2019.

Total: 2,134.00

Summary

| | |
|----------------------------------------------------------------|-------------------|
| Facility Rental Total | \$1,050.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$3,250.00 |
| Refundable Deposit | \$800.00 |
| Grand Total: | \$5,100.00 |

EXHIBIT A

Event Information

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------------|-------------------|
| First Payment | Upon Signing | \$800.00 |
| Second Payment | 06/21/2018 | \$1,434.00 |
| Third Payment | 07/22/2018 | \$1,433.00 |
| Fourth Payment | 08/21/2018 | \$1,433.00 |
| | Total: | \$5,100.00 |
| | Payment Total: | \$5,100.00 |

Please Remit Payment in *Check Only*

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

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

Please see Exhibit "D" for additional information regarding rental of the Millennium Barn.

OVATIONS FOOD SERVICES, L.P. dba Spectra

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not permitted between the hours of 10:00 PM to 8:00 AM. Please refer to Exhibit E.

Should the Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Mangan, Inc. must comply with request. All amplified music/sound must remain inside of the Millennium Barn. The Millennium Barn doors must remain closed after 10:00 PM to contain sound.

Title: Tina Drimilis, Sr. HR Managar

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

REVIEWED _____

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

July 13, 2019

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose herein after 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:

NCSOFT Picnic

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

\$628.00

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

6. Association shall have the right to audit and monitor 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 or guests 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. 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 last below signed.

NC Interactive LLC
3180 139 Avenue SE, Suite 100
Bellevue, WA 98005

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

By _____ Date: _____

By _____ Date: _____

Title: Janet Lin, General Counsel

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

EXHIBIT A

Event Information

| | | | |
|-----------------------------|--------------------------------------|------------------------------|--------------------|
| Event Name: | NCSOFT Picnic | Contract No: | R-127-19 |
| Contact Person: | Lisa Schoner | Phone: | (949) 425-5320 |
| Event Date: | 07/13/2019 | Hours: | 11:00 AM - 3:00 PM |
| Admission Price: | Group Order purchased through Tandem | | |
| Vehicle Parking Fee: | \$10.00 General Parking | Projected Attendance: | 120 |

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------------------|--------------------------------|------------------------|---------------|
| Saturday Business Development Area | 07/13/2019 11:00 AM - 03:00 PM | Move In/Event/Move Out | 500.00 |

Note: Fair opens at 11:00 AM

Move out must be completed by 3:00 PM on Saturday - July 13, 2019

Total: 500.00

Estimated Fees, Equipment, Reimbursable Personnel, Group Tickets, Catering and Insurance

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|----------------------------------------------|----------------------|--------------|-------------|---------------|
| Event Operations | | | | |
| Post Event Cleanup | | | | |
| Dumpster | Estimate 2 | 2.00 EA | 18.00 EA | 36.00 |
| Grounds Attendant | Estimate 2 Hours | 2.00 HR | 23.00 HR | 46.00 |
| Janitorial Attendant | Estimate 2 Hours | 2.00 HR | 23.00 HR | 46.00 |
| Group Tickets | | | | |
| Adult Admission | Pay Direct to Tandem | TBD EA | 11.00 EA | TBD |
| Youth Admission | Pay Direct to Tandem | TBD EA | 4.00 EA | TBD |
| Pre-Paid Parking Pass | Pay Direct to Tandem | TBD EA | 10.00 EA | TBD |
| \$100 Fun Passes | Pay Direct to Tandem | TBD EA | 90.00 EA | TBD |
| \$50 Fun Passes | Pay Direct to Tandem | TBD EA | 45.00 EA | TBD |
| \$25 Fun Passes | Pay Direct to Tandem | TBD EA | 22.50 EA | TBD |
| \$15 Fun Passes | Pay Direct to Tandem | TBD EA | 13.50 EA | TBD |
| Catering Order (see Exhibit C) | | | | |
| Spectra to Provide - Pay Direct To Spectra | | TBD EA | TBD Spectra | Spectra |
| Insurance (see Exhibit D) | | | | |
| Special Event Liability Insurance (S.E.L.I.) | TBD | TBD EA | 105.00 DAY | TBD |

Total: 128.00

Summary

| | |
|----------------------------------------------------------------|-----------------|
| Facility Rental Total | \$500.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$128.00 |
| Refundable Deposit | |
| Grand Total: | \$628.00 |

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|-----------------|
| First Payment | 06/13/2019 | \$628.00 |
| Total: | | \$628.00 |

Please Remit Payment in *Check or Credit Card Only*

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

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

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 _____

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Pegleg Entertainment** 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 18 - 20, 2019

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose herein after 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:

Valencia High School 2019 Homecoming

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

\$11,597.00

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

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

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

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

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

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

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

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

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

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

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

Pegleg Entertainment
16704 Marquard Avenue
Cerritos, CA 90703

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

By _____ Date: _____

By _____ Date: _____

Title: Deanna Durke, Event Coordinator

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

EXHIBIT A

Event Information

| | | | |
|------------------------|--------------------------------------|---------------------|--------------------|
| Event Name: | Valencia High School 2019 Homecoming | Contract No: | R-128-19 |
| Contact Person: | Brandon Bityk | Phone: | (714) 225-1908 |
| Event Date: | 10/19/2019 | Hours: | 7:00 PM - 11:00 PM |

| | |
|----------------------------------------------------------|----------------------------------|
| Vehicle Parking Fee: Parking Buyout (See Summary) | Projected Attendance: 800 |
|----------------------------------------------------------|----------------------------------|

Facility Rental Fees

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|---------------|
| Friday | | | |
| The Hangar | 10/18/2019 12:00 PM - 07:00 PM | Move In | 1,787.50 |
| Saturday | | | |
| The Hangar | 10/19/2019 07:00 PM - 11:00 PM | Event | 3,575.00 |
| Sunday | | | |
| The Hangar | 10/20/2019 06:00 AM - 11:59 AM | Move Out | No Charge |

| | | |
|--------------------------------------------------------------------------------------------------|---------------|-----------------|
| Move out must be completed by 11:59 AM on Sunday - October 20, 2019 to avoid additional charges. | Total: | 5,362.50 |
|--------------------------------------------------------------------------------------------------|---------------|-----------------|

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-----------------------------------|------------------|--------------|-------------|-----------------|
| 100 Amp Drop | Estimate 2 | 2.00 EA | 180.00 EA | 360.00 |
| Barricade (Plastic) | TBD | TBD EA | 15.00 EA | TBD |
| Cable Ramp | TBD | TBD EA | 15.00 EA | TBD |
| Dumpster | Estimate 4 | 4.00 EA | 18.00 EA | 72.00 |
| Electrical Splitter Box | Estimate 2 | 2.00 EA | 55.00 EA | 110.00 |
| Electrical Usage | Estimate Only | 1.00 EA | 350.00 EVT | 350.00 |
| Forklift | TBD | TBD HR | 75.00 HR | TBD |
| Portable Electronic Message Board | 10/19/2019 | 2.00 EA | 75.00 DAY | 150.00 |
| Projector (12,000 Lumens) | TBD | TBD EA | 3,000.00 EA | TBD |
| Projector Screen in Hangar | TBD | TBD EA | 300.00 EA | TBD |
| Sweeper (In-House) | Estimate 3 Hours | 3.00 HR | 75.00 HR | 225.00 |
| Total: | | | | 1,267.00 |

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|------------------------------------------|--------------------------------|--------------|-------------|---------------|
| <u>Event Operations</u> | | | | |
| Set Up | | | | |
| Grounds Attendant | Estimate 6 Hours | 6.00 HR | 23.00 HR | 138.00 |
| Electrician | Estimate 1 Hour | 1.00 HR | 57.50 HR | 57.50 |
| Event Day | | | | |
| Grounds Attendant Lead | 10/19/2019 06:00 PM - 12:00 AM | 1.00 EA | 30.00 HR | 180.00 |
| Grounds Attendant | 10/19/2019 06:00 PM - 12:00 AM | 1.00 EA | 23.00 HR | 138.00 |
| Janitorial Attendant | 10/19/2019 06:00 PM - 12:00 AM | 2.00 EA | 23.00 HR | 276.00 |
| Clean Up | | | | |
| Grounds Attendant Lead | Estimate 5 Hours | 5.00 HR | 30.00 HR | 150.00 |
| Grounds Attendant | Estimate 5 Hours | 5.00 HR | 23.00 HR | 115.00 |
| Janitorial Attendant | Estimate 5 Hours | 5.00 HR | 23.00 HR | 115.00 |
| Electrician | Estimate 1 Hour | 1.00 HR | 57.50 HR | 57.50 |
| <u>Event Sales & Services</u> | | | | |
| Event Coordinator | 10/19/2019 06:00 PM - 12:00 AM | 1.00 EA | 47.00 HR | 282.00 |
| <u>Parking</u> | | | | |
| Parking Attendant Lead | Estimate 4 Hours | 4.00 HR | 30.00 HR | 120.00 |
| Parking Attendant | Estimate 8 Hours | 8.00 HR | 23.00 HR | 184.00 |
| <u>Safety & Security</u> | | | | |
| Security Attendant Lead | TBD | TBD EA | 30.00 HR | TBD |
| Security Attendant | 10/19/2019 06:30 PM - 11:30 PM | 3.00 EA | 23.00 HR | 345.00 |

EXHIBIT A

Event Information

Outside Services

| | | | | | | |
|----------------------------|-------------------------------------------------------|------|----|--------|----|-----------------|
| Emergency Medical Services | 10/19/2019 06:30 PM - 11:30 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 |
| Total: | | | | | | 2,792.50 |

Summary

| | | |
|----------------------------------------------------------------------|------------|--------------------|
| Facility Rental Total | \$5,362.50 | |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$4,059.50 | |
| Parking Buyout (<i>Based on 75 vehicles at \$9.00 per vehicle</i>) | \$675.00 | |
| Refundable Deposit | \$1,500.00 | |
| Grand Total: | | \$11,597.00 |

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|----------------------------------|-----------------|--------------------|
| First Payment (25% Facility Fee) | 07/19/2019 | \$1,340.63 |
| Second Payment | 08/19/2019 | \$5,128.37 |
| Third Payment | 09/18/2019 | \$5,128.00 |
| Total: | | \$11,597.00 |

Please Remit Payment in *Check or Credit Card Only*

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

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

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.

ADDITIONAL INSURANCE REQUIREMENT (AMUSEMENT RIDES)

Coverage and proof of insurance is required for all amusement rides and mechanical bulls. Insurance certificates, DOSH Applications and copies of A-Permits must be submitted to the Event Coordinator four (4) weeks prior to the event date. A Two Million Dollars (\$2,000,000) minimum coverage per occurrence is required.

ADDITIONAL INSURANCE REQUIREMENT

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) weeks prior to the event date.

AMUSEMENT RIDE INSPECTOR

An onsite ride inspector is required to inspect all amusement rides and hazardous and/or interactive activities during ride/activity setup and throughout the event. Additional costs to be determined.

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, no loud noise allowed during move in and Per City Ordinance, no loud noise allowed during move in and move out between 9:00 PM - 8:00 AM. Please refer to Exhibit E. All amplified music/sound must be contained inside The Hangar building. **Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Valencia High School must comply with request. The Hangar doors must remain closed after 9:00 PM to contain sound.**

REVIEWED _____

FAIRTIME

DATE

June 19, 2019

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

September 6, 2019

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose herein after 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 - Management Meeting

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

\$1,789.00

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

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

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

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

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

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

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

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

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

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

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

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

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

By _____ Date: _____

By _____ Date: _____

Title: Bill Redding, President

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

EXHIBIT A

Event Information

| | | | |
|-----------------------------|-------------------------------------------------|------------------------------|--------------------|
| Event Name: | Orange County Wine Society - Management Meeting | Contract No: | R-129-19 |
| Contact Person: | Bill Redding | Phone: | (714) 708-1636 |
| Event Date: | 09/06/2019 | Hours: | 6:00 PM - 10:00 PM |
| Vehicle Parking Fee: | No Charge for OCWS Members | Projected Attendance: | 130 |

Facility Rental Fee

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------------------------------------------------------------------------------|--------------------------------|-----------------|----------------------|
| Friday | | | |
| Baja Blues Restaurant | 09/06/2019 06:00 PM - 10:00 PM | Event | 850.00 |
| Move out must be completed by 11:59 PM on Friday - September 6, 2019 to avoid additional charges. | | | Total: 850.00 |

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|---------------------------------------------------------|------------------|--------------|-------------|---------------|
| 10 MB Internet - Hard Line | TBD | TBD EA | 150.00 DAY | TBD |
| Chair (Individual) | Estimate 8 | 8.00 EA | 2.50 EA | 20.00 |
| Dumpster | Estimate 1 | 1.00 EA | 18.00 EA | 18.00 |
| Folding Table (Rectangular) | Estimate 2 | 2.00 EA | 15.00 EA | 30.00 |
| Podium | Estimate 1 | 1.00 EA | 25.00 EA | 25.00 |
| Portable PA System (w/ Wired Mic, Stand and 2 Speakers) | 09/06/2019 | 1.00 EA | 150.00 DAY | 150.00 |
| Total: | | | | 243.00 |

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--------------------------------|--------------------------------|--------------|-------------|---------------|
| <u>Event Operations</u> | | | | |
| Set Up | | | | |
| Grounds Attendant | Estimate 2 Hours | 2.00 HR | 23.00 HR | 46.00 |
| Event Day | | | | |
| Grounds Attendant Lead | 09/06/2019 06:00 PM - 10:00 PM | 1.00 EA | 30.00 HR | 120.00 |
| Grounds Attendant | 09/06/2019 06:00 PM - 10:00 PM | 1.00 EA | 23.00 HR | 92.00 |
| Clean Up | | | | |
| Grounds Attendant | Estimate 2 Hours | 2.00 HR | 23.00 HR | 46.00 |
| Janitorial Attendant | Estimate 4 Hours | 4.00 HR | 23.00 HR | 92.00 |
| <u>Technology</u> | | | | |
| Technology Attendant | Flat Fee (Audio Configuration) | 1.00 EA | 100.00 EVT | 100.00 |
| Total: | | | | 496.00 |

Summary

| | |
|----------------------------------------------------------------|----------|
| Facility Rental Total | \$850.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$739.00 |
| Refundable Deposit | \$200.00 |

Grand Total: \$1,789.00

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|---------------|
| First Payment | 07/05/2019 | \$894.50 |
| Second Payment | 08/06/2019 | \$894.50 |

Total: \$1,789.00

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

FAIRTIME

DATE

June 19, 2019

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

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

September 6 - 9, 2019

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose herein after 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:

Malibu Kennel Club

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

\$41,239.25

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.

**Malibu Kennel Club
2222 Malcolm Avenue
Los Angeles, CA 90064**

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

By _____ Date: _____

By _____ Date: _____

Title: Dana Pearl, Promoter

T

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

EXHIBIT A

Event Information

| | | | |
|------------------------|-------------------------|---------------------|----------------------------------------------------------|
| Event Name: | Malibu Kennel Club | Contract No: | R-131-19 |
| Contact Person: | Dana Pearl | Phone: | (310) 446-7310 |
| Event Dates: | 09/07/2019 - 09/08/2019 | Hours: | Saturday: 8:00 AM - 5:00 PM Sunday: 8:00 AM - 5:00 PM |

| | |
|----------------------------------------------------|------------------------------------|
| 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> |
|-----------------------------------------|--------------------------------|-----------------|---------------|
| Friday | | | |
| Costa Mesa Building (#10) | 09/06/2019 07:00 AM - 11:59 PM | Move In | 2,187.50 |
| Huntington Beach Building (#12) | 09/06/2019 07:00 AM - 11:59 PM | Move In | 1,687.50 |
| Santa Ana Pavilion (Parade of Products) | 09/06/2019 07:00 AM - 11:59 PM | Move In | 987.50 |
| Saturday | | | |
| Costa Mesa Building (#10) | 09/07/2019 08:00 AM - 05:00 PM | Event | 4,375.00 |
| Huntington Beach Building (#12) | 09/07/2019 08:00 AM - 05:00 PM | Event | 3,375.00 |
| Santa Ana Pavilion (Parade of Products) | 09/07/2019 08:00 AM - 05:00 PM | Event | 1,975.00 |
| Sunday | | | |
| Costa Mesa Building (#10) | 09/08/2019 08:00 AM - 05:00 PM | Event | 4,375.00 |
| Huntington Beach Building (#12) | 09/08/2019 08:00 AM - 05:00 PM | Event | 3,375.00 |
| Santa Ana Pavilion (Parade of Products) | 09/08/2019 08:00 AM - 05:00 PM | Event | 1,975.00 |
| Monday | | | |
| Costa Mesa Building (#10) | 09/09/2019 06:00 AM - 09:00 AM | Move Out | No Charge |
| Huntington Beach Building (#12) | 09/09/2019 06:00 AM - 09:00 AM | Move Out | No Charge |
| Santa Ana Pavilion (Parade of Products) | 09/09/2019 06:00 AM - 09:00 AM | Move Out | No Charge |

Move out must be completed by 9:00 AM on Monday - September 9, 2019 to avoid additional charges. Total: 24,312.50

Estimated Equipment Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|--------------------------------------|-------------------------|--------------|--------------|-----------------|
| 50 Amp Drop | Estimate 2 | 2.00 EA | 70.00 EA | 140.00 |
| 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 | 1,000.00 EVT | 1,000.00 |
| Forklift | Estimate 2 Hours | 2.00 HR | 75.00 HR | 150.00 |
| Hang Tag - 2 Day | Estimate 10 | 10.00 EA | 8.00 EA | 80.00 |
| Marquee Board | Estimate 1 | 1.00 EA | 0.00 EA | TBD |
| Portable Electronic Message Board | 09/07/2019 - 09/08/2019 | 2.00 EA | 75.00 DAY | 300.00 |
| Public Address System (Per Building) | 09/07/2019 - 09/08/2019 | 3.00 EA | 75.00 DAY | 450.00 |
| RV Camping (Event Days) | TBD | TBD EA | 40.00 EA | TBD |
| RV Camping (Pre/Post Event Days) | TBD | TBD EA | 45.00 EA | TBD |
| Scissor Lift | TBD | TBD HR | 75.00 HR | TBD |
| Sweeper (In-House) | Estimate 9 Hours | 9.00 HR | 75.00 HR | 675.00 |
| Wireless Microphone | TBD | TBD EA | 50.00 EA | TBD |
| Total: | | | | 3,740.00 |

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-------------------------|--------------------------------|--------------|-------------|---------------|
| Event Operations | | | | |
| Set Up | | | | |
| Grounds Attendant | Estimate 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 |
| Event Day | | | | |
| Grounds Attendant Lead | 09/07/2019 07:00 AM - 05:00 PM | 1.00 EA | 30.00 HR | 300.00 |
| Grounds Attendant | 09/07/2019 07:00 AM - 05:00 PM | 4.00 EA | 23.00 HR | 920.00 |
| Janitorial Attendant | 09/07/2019 07:00 AM - 05:00 PM | 7.00 EA | 23.00 HR | 1,610.00 |

EXHIBIT A

| Event Information | | | | | | |
|-----------------------------------|----------------------------------------------------|-------|----|--------|-----|----------|
| Grounds Attendant Lead | 09/08/2019 07:00 AM - 05:00 PM | 1.00 | EA | 30.00 | HR | 300.00 |
| Grounds Attendant | 09/08/2019 07:00 AM - 05:00 PM | 4.00 | EA | 23.00 | HR | 920.00 |
| Janitorial Attendant | 09/08/2019 07:00 AM - 05:00 PM | 7.00 | EA | 23.00 | HR | 1,610.00 |
| Clean Up | | | | | | |
| 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 |
| Event Sales & Services | | | | | | |
| Event Coordinator | 09/07/2019 07:00 AM - 05:00 PM | 1.00 | EA | 47.00 | HR | 470.00 |
| Event Coordinator | 09/08/2019 07:00 AM - 05:00 PM | 1.00 | EA | 47.00 | HR | 470.00 |
| Parking | | | | | | |
| Parking Attendant Lead | 09/06/2019 11:00 AM - 04:30 PM | 1.00 | EA | 30.00 | HR | 165.00 |
| Parking Attendant | 09/06/2019 11:00 AM - 04:30 PM | 3.00 | EA | 23.00 | HR | 379.50 |
| Safety & Security | | | | | | |
| Security Attendant - Overnight | 09/06/2019 09:00 PM - 09/07/2019 06:30 AM | 1.00 | EA | 23.00 | HR | 218.50 |
| Security Attendant - Overnight | 09/07/2019 11:45 PM - 09/08/2019 06:30 AM | 1.00 | EA | 23.00 | HR | 155.25 |
| Technology | | | | | | |
| Technology Attendant | Flat Fee (Audio Configuration) | 1.00 | EA | 100.00 | EVT | 100.00 |
| Outside Services | | | | | | |
| Emergency Medical Services | 09/07/2019 07:30 AM - 05:30 PM | 2.00 | EA | 24.00 | HR | 480.00 |
| Emergency Medical Services | 09/08/2019 07:30 AM - 05:30 PM | 2.00 | EA | 24.00 | HR | 480.00 |
| 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 | \$24,312.50 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$15,426.75 |
| Refundable Deposit | \$1,500.00 |

Grand Total: \$41,239.25

Payment Schedule

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|-------------------------|-----------------|---------------|
| First Payment | 07/06/2019 | \$20,619.75 |
| Second Payment | 08/05/2019 | \$20,619.50 |

Total: \$41,239.25

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.

ADDITIONAL EQUIPMENT AND PERSONNEL

Any additional equipment and/or personnel requests by Malibu Kennel Club must be approved in advance by a designated representative of the club.

EXHIBIT A

Event Information

CAMPING

Malibu Kennel Club to submit itemized list detailing number of camper units/days on grounds. List is to be submitted to OCFEC by no later than **Wednesday - September 11, 2019**. Payment due by **Wednesday - September 18, 2019**.

Event Days - \$40.00 per unit per night; It is the promoter's responsibility to collect fees from all campers. OCFEC Event Coordinator will conduct counts on Wednesday, Thursday, Friday, Saturday and Sunday nights.

Pre/Post Event Days - \$45.00 per unit per night; on non event days. Security & Traffic Department will collect fees from campers on non event days.

ALL CAMPING FEES MUST BE PAID AT FINAL SETTLEMENT.

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

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

OTHER EVENTS

Renter understands that other events may be taking place in other OCFEC buildings/areas, and that attendees of these other shows may need access to their event through the Main Mall.



R_____

A_____

**AMENDMENT TO COFFEECHAMPS
(February 2020)**

DATE: June 14, 2019

RENTAL AGREEMENT: R-001-20

AMENDMENT #1

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

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
|----------------------------------|--------------------------------|-----------------|------------------|
| Tuesday | | | |
| Huntington Beach Building (#12) | 02/18/2020 08:00 AM - 05:00 PM | Move In | 1,725.00 |
| Wednesday | | | |
| Huntington Beach Building (#12) | 02/19/2020 08:00 AM - 05:00 PM | Move In | 1,725.00 |
| Thursday | | | |
| Huntington Beach Building (#12) | 02/20/2020 08:00 AM - 05:00 PM | Move In | 1,725.00 |
| Friday | | | |
| Huntington Beach Building (#12) | 02/21/2020 07:30 AM - 06:00 PM | Move In | 1,725.00 |
| Saturday | | | |
| Huntington Beach Building (#12) | 02/22/2020 09:00 AM - 06:00 PM | Event | 3,450.00 |
| Sunday | | | |
| Huntington Beach Building (#12) | 02/23/2020 09:00 AM - 06:00 PM | Event | 3,450.00 |
| Monday | | | |
| Huntington Beach Building (#12) | 02/23/2020 09:00 AM - 12:00 PM | Move Out | No Charge |
| Total: | | | 13,800.00 |

ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|----------------------------|------------------|--------------|-------------|---------------|
| Bleacher (75 Seat Section) | Estimate 2 | 2.00 EA | 200.00 EA | 400.00 |
| Forklift | Estimate 4 Hours | 4.00 HR | 75.00 HR | 300.00 |
| Total: | | | | 700.00 |

ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL FEES

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-------------------------|------------------|--------------|-------------|---------------|
| Event Operations | | | | |
| Set Up | | | | |
| Grounds Attendant | Estimate 4 Hours | 4.00 HR | 24.00 HR | 96.00 |
| Janitorial Attendant | Estimate 4 Hours | 4.00 HR | 24.00 HR | 96.00 |
| Electrician | Estimate 2 Hours | 2.00 HR | 60.00 HR | 120.00 |



Event Day

| | | | | |
|----------------------|--------------------------------|---------|----------|--------|
| Janitorial Attendant | 02/20/2020 07:00 AM - 07:00 PM | 2.00 EA | 24.00 HR | 576.00 |
| Janitorial Attendant | 02/21/2020 07:00 AM - 07:00 PM | 2.00 EA | 24.00 HR | 576.00 |

Clean Up

| | | | | |
|----------------------|------------------|---------|----------|--------|
| Grounds Attendant | Estimate 4 Hours | 4.00 HR | 24.00 HR | 96.00 |
| Janitorial Attendant | Estimate 4 Hours | 4.00 HR | 24.00 HR | 96.00 |
| Electrician | Estimate 2 Hours | 2.00 HR | 60.00 HR | 120.00 |

Total: 1,836.00

Summary

| | |
|----------------------------------------------|--------------------|
| Original Rental Agreement Facility Fee Total | \$13,350.00 |
| Revised Amendment Facility Fee Total | \$27,150.00 |

| | |
|------------------------------------------------------------------------------------------|--------------------|
| Original Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total | \$15,577.50 |
| Revised Amendment Estimated Equipment, Reimbursable Personnel and Services Total | \$18,113.50 |

Refundable Deposit **\$1,500.00**

| | |
|-----------------------------|--------------------|
| Original Grand Total: | \$30,427.50 |
| Revised Grand Total: | \$46,763.50 |

Total: \$46,763.50

Payment Schedule

Payment Schedule

| | <u>Due Date</u> | <u>Amount</u> |
|----------------|-----------------|---------------|
| First Payment | PAID - REC 0273 | \$3,337.50 |
| Second Payment | PAID - REC 0274 | \$13,545.00 |
| Third Payment | 12/20/2019 | \$13,545.00 |
| Fourth Payment | 01/17/2020 | \$16,336.00 |

Payment Total: \$46,763.50

Please Remit Payment in *Check *

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

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

**Specialty Coffee Association
117 West 4th Street
Santa Ana, CA 92701**

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

By _____ Date: _____
**Title: Ioannis Apostolopoulos,
 Executive Director / Chief Executive Officer**

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

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Intergroup Association of Alcoholics Anonymous** 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: **Exhibit setup: Wednesday, July 10 only, from 8am - 6pm**
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: **(1) 8'x8' space. Space rental includes (1) 8'x8'x10' tent with (1) 6' table & cover, (2) chairs, and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Fair - July 12 - August 11, 2019 (closed Mondays and Tuesdays)

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$200, which is non-refundable, for exhibit space rental the entire run of fair (closed Mondays and Tuesdays)**
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 13, 2019.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Orange County Intergroup Association of Alcoholics Anonymous
1526 Brookhollow Dr., Ste. 75
Santa Ana, CA 92705

32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626

By _____ (sign)

By _____

_____ (print)

Title: Kathy Kramer, Chief Executive Officer or

Michele Richards, Vice President, Business Development

Title _____

REVIEWED 

DATE: May 8, 2019

APPROVED 

FAIRTIME: XX

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **National Alliance on Mental Illness Orange County** hereinafter, called the Renter.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: Wednesday, July 10 only, from 8am – 6pm**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 8'x8' space. Space rental includes (1) 8'x8'x10' tent with (1) 6' table & cover, (2) chairs, and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Fair – July 12 – August 11, 2019 (closed Mondays and Tuesdays)

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the first half (7/12/19-7/27/19) of fair (closed Mondays & Tuesdays)
5. **See Exhibits “B”, & “C” which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 13, 2019.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers’ Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

National Alliance on Mental Illness Orange County
1810 East 17th Street
Santa Ana, CA 92705

32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626

By _____ (sign)
_____ (print)

By _____

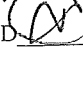
Title: Kathy Kramer, Chief Executive Officer or
Michele Richards, Vice President, Business Development

Title _____

REVIEWED 

DATE: May 8, 2019

FAIRTIME: XX

APPROVED 

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Republican Party of Orange County** hereinafter, called the Rantor.

WITNESSETH:

- 1. THAT WHEREAS, The Rantor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: Wednesday, July 10 only, from 8am - 6pm**
- 2. NOW, THEREFORE, Association hereby grants to the Rantor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 8'x8' space. Space rental includes (1) 8'x8'x10' tent with (1) 6' table & cover, (2) chairs, and electric for plug-ins.**
- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Fair - July 12 - August 11, 2019 (closed Mondays and Tuesdays)

- 4. Rantor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$200, which is non-refundable, for exhibit space rental the entire run of fair (closed Mondays and Tuesdays)**
- 5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 13, 2019.**
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rantor 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 Rantor may be liable under any Workers' Compensation law and Rantor 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 Rantor of the privileges herein granted.
- 8. Rantor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rantor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rantor 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 Rantor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. **Special Provisions: By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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


Republican Party of Orange County
1422 Edinger Ave Ste 110
Tustin, CA 92780

32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626

By _____ (sign)
_____ (print)

Title _____

By _____
Title: Kathy Kramer, Chief Executive Officer or
Michele Richards, Vice President, Business Development

REVIEWED 

APPROVED 

DATE: May 8, 2019

FAIRTIME: XX

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Democratic Party of Orange County** hereinafter, called the Rentor.

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: Wednesday, July 10 only, from 8am – 6pm**
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: **(1) 8’x8’ space. Space rental includes (1) 8’x8’x10’ tent with (1) 6’ table & cover, (2) chairs, and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 12 – August 11, 2019 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the entire run of fair (closed Mondays and Tuesdays)
5. **See Exhibits “B”, & “C” which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 13, 2019.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers’ Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Democratic Party of Orange County
1916 W. Chapman Avenue, Ste. B
Orange, CA 92868**

**32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626**

By _____ (sign)
_____ (print)

By _____
Title: Kathy Kramer, Chief Executive Officer or
Michele Richards, Vice President, Business Development

Title _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Al-Anon Family Groups of Orange County** hereinafter, called the Rentor.

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: Sunday, July 28 from 8 to 9 a.m.**
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: **(1) 8'x8' space. Space rental includes (1) 8'x8'x10' tent with (1) 6' table & cover, (2) chairs, and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 12 – August 11, 2019 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the second half (7/28/19-8/11/19) of fair (closed Mondays & Tuesdays)
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 13, 2019.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Al-Anon Family Groups of Orange County
12391 Lewis Street, Ste. 102
Garden Grove, CA 92840

32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626

By _____ (sign)
_____ (print)

By _____
Title: Kathy Kramer, Chief Executive Officer or
Michele Richards, Vice President, Business Development

Title _____