

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
OCTOBER 2019

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-111-19	MemorialCare Health System	MemorialCare Health System	Meeting/Seminar (MEE)	Huntington Beach Building (#12)	10/20/19	\$65,604.50
R-144-19	4Gen Digital	4Gen Digital Picnic	Other (OTH)	Business Development Area	08/04/19	\$688.00
R-145-19	CID Entertainment	Weird AI - VIP Advance	Party (PAR)	Club OC Plaza Pacifica West	08/08/19	\$680.00
R-151-19	Sunshine Rollers	Sunshine Rollers - Trailer Rally	Camping/Trailer Rally (RAL)	Campground	11/08/19-11/10/19	\$0.00
R-155-19	Carnival Midway Attractions	Carnival Midway Attractions Camping	Camping/Trailer Rally (RAL)	Campground	09/30/19-10/07/19	\$5,753.50
R-153-19	Center Club Orange County	Hops & Vines Sponsor Dinner	Banquet (BAN)	Centennial Farm, Millenium Barn, Silo Building	09/16/19	\$2,066.50
R-156-19	Sharp Concepts, Inc.	Sharp Concepts Camping	Camping/Trailer Rally (RAL)	Campground	09/30/19-11/02/19	\$7,292.50
R-157-19	Classic Rides Amusements	Baque Camping	Camping/Trailer Rally (RAL)	Campground	10/01/19-10/14/19	\$4,471.50
R-158-19	Costa Mesa Police Department	Costa Mesa Police Department Motor Training	Training	Parking Lot H	10/21/19-12/31/19	\$100.00 per day
R-159-19	Paul Maurer Shows, Inc.	Paul Maurer Camping	Camping/Trailer Rally (RAL)	Campground	10/14/19-10/22/19	\$2,653.50
R-016-20	Orange County Beekeepers Association	Orange County Beekeepers Association Meetings	Meeting/Seminar (MEE)	Silo Building	01/01/20-12/31/20	\$90.00 per month, \$120.00 per additional meeting
R-017-20	Orange County Organic Gardening Club	Orange County Organic Gardening Club Meetings	Meeting/Seminar (MEE)	Silo Building	01/01/20-12/31/20	\$90.00 per month, \$120.00 per additional meeting
R-018-20	Semler Gourmet Meats, Inc.	PARKING SPACE RENTAL	Parking (PARK)	Year Round Rentals	01/01/20-12/31/20	\$9.00 per space per day
R-019-20	Lisa's Gourmet Coffee	PARKING SPACE RENTAL	Parking (PARK)	Year Round Rentals	01/01/20-12/31/20	\$9.00 per space per day
R-026-20	WWSRA	Southern California Preview	Consumer Show (CON)	Anaheim Building (#16)	01/13/20-01/15/20	\$12,013.00
R-032-20	Union of the Vietnamese Student Assoc Southern California	UVSA - TET Festival	Cultural Festival (CULTU)	Los Alamitos Building (#14), Parking Lot I	01/20/20-01/27/20	\$135,420.32
R-034-20	Lodestone Events, LLC	Off Road and Adventure Expo	Consumer Show (CON)	Anaheim Building (#16), Costa Mesa Building (#10), Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Park Plaza, Santa Ana Pavilion (Parade of Products), The Hangar	03/02/20-03/09/20	See Exhibit A
RR-003-19	US Congressman Harley Rouda	Harley Rouda - Military Info Night	Meeting/Seminar (MEE)	Heroes Hall, Heroes Hall Courtyard, Heroes Hall Lawn	10/10/19	\$192.00
OCC-1909	U.S. Census Bureau	Fair	OC Connection	Memorial Way	7/28/19-8/11/2024	\$200.00
OCC-1910	California Governor's Office of Emergency Services	Fair	OC Connection	Memorial Way	7/28/19-8/11/2025	\$0.00



R_____

A_____

AMENDMENT TO MEMORIALCARE HEALTH SYSTEMS
(October 2019)

DATE: October 2, 2019

RENTAL AGREEMENT: R-111-19

AMENDMENT #1

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

SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Baja Blues Restaurant	10/22/2019 06:00 AM - 06:00 PM	Event	(850.00)
Wednesday			
Baja Blues Restaurant	10/23/2019 07:00 AM - 05:00 PM	Event	(850.00)
Total:			(\$1,700.00)

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Huntington Beach Building (#12)	10/20/2019 12:00 PM - 08:00 PM	Move In	1,687.50
Total:			1,687.50

ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
A1 Party (<i>Estimate only for rental chairs, delivery/pickup and labor costs</i>)			10,871.74	PAID
Total:				PAID

ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Safety & Security</u>				
Security Attendant Lead	10/22/2019 06:45 AM - 06:00 PM	1.00 EA	30.00 HR	337.50
Security Attendant - <i>Bag Check</i>	10/22/2019 06:45 AM - 03:00 PM	12.00 EA	23.00 HR	2,277.00
Security Attendant - <i>Bag Check</i>	10/22/2019 03:00 PM - 06:00 PM	5.00 EA	23.00 HR	345.00
 Security Attendant Lead	 10/23/2019 06:45 AM - 06:00 PM	 1.00 EA	 30.00 HR	 337.50
Security Attendant - <i>Bag Check</i>	10/23/2019 06:45 AM - 03:00 PM	12.00 EA	23.00 HR	2,277.00
Security Attendant - <i>Bag Check</i>	10/23/2019 03:00 PM - 06:00 PM	5.00 EA	23.00 HR	345.00
Total:				5,919.00



Summary

Original Facility Rental Fee	\$27,887.50
Revised Facility Rental Fee	\$27,875.00
Original Estimated Equipment, Reimbursable Personnel and Services Total	\$29,310.50
Revised Estimated Equipment, Reimbursable Personnel and Services Total	\$35,229.50
Refundable Deposit	\$2,500.00
Original Grand Total	\$59,698.00
Revised Grand Total	\$65,604.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	6,971.88
Second Payment	PAID	17,575.38
Third Payment	PAID	17,575.38
Fourth Payment	PAID	17,575.36
Fifth Payment	Upon Signing	5,906.50
Payment Total:		\$65,604.50

A-1 RENTALS

All chairs must be ordered through A-1 Rentals and not use any of the OCFEC chairs. Order must also include all labor costs for set up and tear down

MemorialCare Health System
17360 Brookhurst Street
Fountain Valley, CA 92618

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

By _____
Title: Tammie Brailsford, COO Senior Vice President

By _____
Title: Michele Richards, VP Business Development

REVIEWED _____

DATE **October 16, 2019**

FAIRTIME

APPROVED _____

INTERIM **XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **4Gen 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

August 4, 2019

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

See Exhibit A

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

4Gen Digital Picnic

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

\$688.00

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.

4Gen Digital
3540 Cadillac Avenue
Costa Mesa, CA 92626

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

By _____ Date: _____

By _____ Date: _____

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

EXHIBIT A

Event Information			
Event Name:	4Gen Digital Picnic	Contract No:	R-144-19
Contact Person:	Jacquelin Thomas	Phone:	(714) 486-1150
Event Date:	08/04/2019	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	08/04/2019 11:00 PM - 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 - August 4, 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
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Insurance (see Exhibit D)

Special Event Liability Insurance (S.E.L.I.)	08/04/2019	1.00 EA	60.00 DAY	60.00
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Total: **188.00**

Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$188.00
Refundable Deposit	
Grand Total:	\$688.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$688.00

Total: **\$688.00**

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 _____

DATE **October 16, 2019**

FAIRTIME

APPROVED _____

INTERIM **XX****RENTAL AGREEMENT**

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

August 8, 2019

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

See Exhibit A

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

Weird AI - VIP Advance

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

\$680.00

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.

CID Entertainment
1 South Broad Street, Suite # 1710
Philadelphia, PA 19107

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

By _____ Date: _____

By _____ Date: _____

Title: JW Hallford, Project Manager**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information			
Event Name:	Weird Al - VIP Advance	Contract No:	R-145-19
Contact Person:	JW Hallford	Phone:	918-704-3872
Event Date:	08/08/2019	Hours:	10:00 PM - 12:00 AM
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	130

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Club OC Plaza Pacifica West	08/08/2019 10:00 PM - 12:00 AM	Event	250.00
Total:			250.00

Estimated Fees, Equipment, Reimbursable Personnel, Catering and Insurance						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Equipment</u>						
Folding Chairs	Estimate 130	130.00	EA	2.50	EA	Included
Round Tables	Estimate 16	16.00	EA	15.00	EA	Included
<u>Personnel</u>						
<u>Security & Traffic</u>						
Security Attendant Lead	08/08/2019 10:00 PM - 12:00 AM	1.00	EA	30.00	EA	60.00
Security Attendant	08/08/2019 10:00 PM - 12:00 AM	6.00	HR	23.00	HR	276.00
<u>Event Services</u>						
Event Coordinator	08/08/2019 10:00 PM - 12:00 AM	1.00	EA	47.00	HR	94.00
<u>Catering Order (see Exhibit C)</u>						
Spectra to Provide - Pay Direct To Spectra		TBD	EA	TBD	Spectra	Spectra
<u>Insurance (see Exhibit D)</u>						
Special Event Liability Insurance (S.E.L.I.)	08/08/2019	1.00	EA	105.00	DAY	TBD
Total:						430.00

Summary		
Facility Rental Total		\$250.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$430.00
Grand Total:		\$680.00

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$680.00
Total:		\$680.00

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 OC FEC Master Concessionaire.

REVIEWED _____

DATE **October 16, 2019**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

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

November 8 - 10, 2019

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

See Exhibit A

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

Sunshine Rollers - Trailer Rally

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

\$45.00 per unit per night includes water and electric, less \$45.00 deposit remitted with this agreement. Balance of \$45.00 per unit per night minus \$45.00 deposit, due to the Security & Traffic Department on or before November 8, 2019. All campers must provide proof of insurance on or before November 10, 2019.

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 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.

Sunshine Rollers
1509 Canejo Lane
Fullerton, CA 92833

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

By _____ Date: _____

By _____ Date: _____

Title: Lenore Carr, Wagon Master**Title: Michele A. Richards, V.P. Business Development**

REVIEWED_____

DATE **October 16, 2019**

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 **Center Club 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: from

September 16, 2019

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

See Exhibit A

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

Hops & Vines Sponsor Dinner

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 = \$1,050.00**Payment = \$2,066.50**

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

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

Center Club Orange County
650 Town Center Drive – Garden Level
Costa Mesa, CA 92626

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

By_____Date:_____

By_____Date:_____

Title: Gina Oddo, Club Manager**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Hops & Vines Sponsor Dinner	Contract No:	R-153-19
Contact Person:	Gina Oddo	Phone:	(714) 348-3820
Event Date	09/16/2019	Hours:	6:00 PM - 9:00 PM

Vehicle Parking Fee:	No Charge (Private Event)	Projected Attendance:	50
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Centennial Farm	09/16/2019 05:00 PM - 10:00 PM	Event	Included
Millenium Barn	09/16/2019 05:00 PM - 10:00 PM	Event	*1,050.00
Silo Building	09/16/2019 05:00 PM - 10:00 PM	Event	Included

Move out must be completed by 11:59 PM on Monday - September 16, 2019 to avoid additional charges.

*See In-Kind Trade details under Payment Schedule	*In-Kind Trade Facility Rental Total:	1,050.00
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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	TBD	TBD HR	75.00 HR	TBD
Man Lift (Lights)	TBD	TBD HR	75.00 HR	TBD
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	09/16/2019	1.00 EA	150.00 EA	150.00
Projector (1,700 Lumens)	TBD	TBD EA	125.00 DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Straw Bale	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 EA	150.00
Total:				354.00

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 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	23.00 HR	115.00
Electrician	Estimate 2 Hours	2.00 HR	57.50 HR	115.00
Event Day				
Grounds Attendant Lead	09/16/2019 05:00 PM - 10:00 PM	1.00 EA	30.00 HR	150.00
Janitorial Attendant	09/16/2019 05:00 PM - 10:00 PM	2.00 EA	23.00 HR	230.00
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	09/16/2019 05:00 PM - 10:00 PM	1.00 EA	47.00 HR	235.00
<u>Safety & Security</u>				
Security Attendant	9/16/2019 05:30 PM - 09:30 PM	1.00 EA	23.00 HR	184.00
<u>Insurance</u>				
S.E.L.I. Insurance	TBD	TBD EA	60.00 DAY	TBD
Total:				1,512.50

EXHIBIT A

Event Information

Summary

OCFEC In-Kind Trade

Facility Rental Total \$1,050.00

***In-Kind Trade Grand Total: \$1,050.00**

Center Club Orange County

Estimated Equipment, Reimbursable Personnel and Services Total \$1,866.50

Refundable Deposit \$200.00

Grand Total: \$2,066.50

Payment Schedule

Payment Schedule

Full Payment

Due Date

Upon Signing

Amount

\$2,066.50

Total: \$2,066.50

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 **\$1,050.00 In-Kind Trade**, it has been mutually agreed that Center Club Orange County will provide:

- OCFEC logo on Center Club banners
- OCFEC logo in Hops & Vines event program
- OCFEC logo on Hops & Vines event invitations
- OCFEC announcement at Hops & Vines sponsor dinner
- Speaking opportunity for OCFEC representative at Hops & Vines Sponsor 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 Center Club Orange County 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: Gina Oddo, Club Manager

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

REVIEWED _____

DATE **October 16, 2019**

FAIRTIME

APPROVED _____

INTERIM

XX**RENTAL AGREEMENT**

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

WITNESSETH:

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

September 30 - October 7, 2019

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

See Exhibit A

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

Carnival Midway Attractions Camping

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

\$5,753.50

5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the 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.

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

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

By _____ Date: _____

By _____ Date: _____

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

EXHIBIT A

Event Information				
Event Name:	Carnival Midway Attractions Camping	Contract No:	R-155-19	
Contact Person:	Shawnee Merten	Phone:	(714) 962-5441	
Event Dates:	09/30/2019 - 10/07/2019	Hours:	12:00 AM - 11:59 PM Daily	

Camping and Parking Fee: *See Facility Rental Fees* **Projected Attendance:** 40

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Monday - Monday				
Campground (<i>Employee Bunkhouse/RV</i>)	09/30/2019 12:00 PM - 10/07/2019 12:00 PM (7 Nights)	9.00 EA	45.00 DAY	2,835.00
Check out must be completed by 12:00 Noon on October 7, 2019 to avoid additional charges.				Total: 2,835.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 9	9.00 EA	70.00 EA	630.00
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Total:				774.00

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	TBD	TBD HR	57.50 HR	TBD
Event Day				
Grounds Attendant	09/30/2019 - 10/07/2019 Estimate 1 Hour Per Day	1.00 HR	23.00 HR	184.00
Janitorial Attendant	09/30/2019 - 10/07/2019 Estimate 4 Hours Per Day	4.00 HR	23.00 HR	736.00
Clean Up				
Grounds Attendant	TBD	TBD HR	23.00 HR	TBD
Janitorial Attendant	Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Electrician	Estimate 1 Hour	1.00 HR	57.50 HR	57.50
Safety & Security				
Security Attendant - Overnight	Estimate Only	1.00 EA	644.00 EVT	644.00
<i>Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Traffic Department.</i>				
Total:				1,644.50

Summary		
Facility Rental Total		\$2,835.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$2,418.50
Refundable Deposit		\$500.00

Payment Schedule		
Grand Total:		\$5,753.50
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$5,753.50
Total:		\$5,753.50

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.

REVIEWED _____

DATE **October 16, 2019**

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 **Sharp Concepts, Inc.** hereinafter, called the Rentor

WITNESSETH:

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

September 30 - November 2, 2019

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

See Exhibit A

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

Sharp Concepts Camping

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

\$7,292.50

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

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

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

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

By _____ Date: _____

By _____ Date: _____

Title: John Campbell, Event Relations**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information				
Event Name:	Sharp Concepts Camping	Contract No:	R-156-19	
Contact Person:	John Campbell	Phone:	(916) 716-3045	
Event Dates:	09/30/2019 - 11/02/2019	Hours:	12:00 AM - 11:59 PM Daily	

Camping and Parking Fee: *See Facility Rental Fees* **Projected Attendance:** 12

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Monday - Saturday				
Campground (<i>Employee Bunkhouse/RV</i>)	09/30/2019 12:00 PM - 11/02/2019 12:00 PM (33 Nights)	2.00 EA	45.00 DAY	2,970.00
Check out must be completed by 12:00 Noon on November 2, 2019 to avoid additional charges.				Total: 2,970.00

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 34	34.00 EA	18.00 EA	612.00
Total:				752.00

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	TBD	TBD HR	57.50 HR	TBD
Event Day				
Grounds Attendant	09/30/2019 - 11/02/2019 Estimate 1 Hour Per Day	1.00 HR	23.00 HR	782.00
Janitorial Attendant	09/30/2019 - 11/02/2019 Estimate 2 Hours Per Day	2.00 HR	23.00 HR	1,564.00
Clean Up				
Grounds Attendant	TBD	TBD HR	23.00 HR	TBD
Janitorial Attendant	Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Electrician	Estimate 1 Hour	1.00 HR	57.50 HR	57.50
Safety & Security				
Security Attendant - Overnight	Estimate Only	1.00 EA	644.00 EVT	644.00
<i>Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Traffic Department.</i>				
Total:				3,070.50

Summary		
Facility Rental Total		\$2,970.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$3,822.50
Refundable Deposit		\$500.00

Payment Schedule		
Grand Total:		\$7,292.50
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$7,292.50
Total:		\$7,292.50

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.

REVIEWED _____

DATE **October 16, 2019**

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 **Classic Rides Amusements** hereinafter, called the Rentor

WITNESSETH:

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

October 1 - 14, 2019

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

See Exhibit A

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

Baque Camping

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

\$4,471.50

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

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

Classic Rides Amusements
10554 Cypress Avenue
, CA 92505

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

By _____ Date: _____

By _____ Date: _____

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

EXHIBIT A

Event Information				
Event Name:	Baque Camping	Contract No:	R-157-19	
Contact Person:	Gerald Baque	Phone:	941-204-0789	
Event Dates:	10/01/2019 - 10/14/2019	Hours:	12:00 AM - 11:59 PM Daily	

Camping and Parking Fee: *See Facility Rental Fees* **Projected Attendance:** 30

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Tuesday - Monday				
Campground (<i>Employee Bunkhouse/RV</i>)	10/01/2019 12:00 PM - 10/14/2019 12:00 PM (13 Nights)	4.00 EA	45.00 DAY	2,340.00
Check out must be completed by 12:00 Noon on October 14, 2019 to avoid additional charges.				Total: 2,340.00

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

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	TBD	TBD HR	57.50 HR	TBD
Event Day				
Grounds Attendant	10/01/2019 - 10/13/2019 Estimate 1 Hour Per Day	1.00 HR	23.00 HR	299.00
Janitorial Attendant	10/01/2019 - 10/13/2019 Estimate 2 Hours Per Day	2.00 HR	23.00 HR	598.00
Clean Up				
Grounds Attendant	TBD	TBD HR	23.00 HR	TBD
Janitorial Attendant	Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Electrician	Estimate 1 Hour	1.00 HR	57.50 HR	57.50
Safety & Security				
Security Attendant - Overnight	Estimate Only	1.00 EA	600.00 EVT	600.00
<i>Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Traffic Department.</i>				
Total:				1,577.50

Summary		
Facility Rental Total		\$2,340.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$1,931.50
Refundable Deposit		\$200.00

Payment Schedule		
Grand Total:		\$4,471.50
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$4,471.50
Total:		\$4,471.50

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.

REVIEWED _____

DATE **October 16, 2019**

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 **Costa Mesa Police Department** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
October 21, 2019 and ending December 31, 2019
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

Parking Lot H

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

Costa Mesa Police Department Officer Training

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

\$100.00 per day

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

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

Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92626

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

By _____

By _____

Title: Jose Torres, Officer - Traffic Special Event Unit**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT "A"

Event Name: Costa Mesa Police Department Motor Training
Contact Person: Jose Torres, Officer
Event Dates: 10/21/2019 - 12/31/2019

Contract No: R-158-19
Phone: (714) 293-0387
Hours: 7:00 AM - 3:00 PM

Projected Attendance: 15

LOCATION(S):

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

RENTER AGREES:

- That this agreement covers all officer training to take place at the OC Fair & Event Center during the 2019 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance by October 21, 2019**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Lot H and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

REVIEWED _____

DATE **October 16, 2019**

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 **Paul Maurer Shows, Inc.** hereinafter, called the Rentor

WITNESSETH:

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

October 14 - October 22, 2019

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

See Exhibit A

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

Paul Maurer Camping

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

\$2,653.50

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

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

Paul Maurer Shows, Inc.
P.O. Box 3211
Huntington Beach, CA 92605

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

By _____ Date: _____

By _____ Date: _____

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

EXHIBIT A

Event Information				
Event Name:	Paul Maurer Camping	Contract No:	R-159-19	
Contact Person:	Paul Maurer	Phone:	(310) 489-4047	
Event Dates:	10/14/2019 - 10/22/2019	Hours:	12:00 AM - 11:59 PM Daily	

Camping and Parking Fee: *See Facility Rental Fees* **Projected Attendance:** 12

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Monday - Tuesday				
Campground (<i>Employee Bunkhouse/RV</i>)	10/14/2019 12:00 PM - 10/22/2019 12:00 PM (8 Nights)	3.00 EA	45.00 DAY	1,080.00
Check out must be completed by 12:00 Noon on October 22, 2019 to avoid additional charges.				Total: 1,080.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
Dumpster	Estimate 9	9.00 EA	18.00 EA	162.00
Total:				372.00

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	TBD	TBD HR	57.50 HR	TBD
Event Day				
Grounds Attendant	10/14/2019 - 10/22/2019 Estimate 1 Hour Per Day	1.00 HR	23.00 HR	207.00
Janitorial Attendant	10/14/2019 - 10/22/2019 Estimate 2 Hours Per Day	2.00 HR	23.00 HR	414.00
Clean Up				
Grounds Attendant	TBD	TBD HR	23.00 HR	TBD
Janitorial Attendant	Estimate 1 Hour	1.00 HR	23.00 HR	23.00
Electrician	Estimate 1 Hour	1.00 HR	57.50 HR	57.50
Total:				701.50

Summary		
Facility Rental Total		\$1,080.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$1,073.50
Refundable Deposit		\$500.00

Grand Total: \$2,653.50

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$2,653.50
Total:		\$2,653.50

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.

REVIEWED _____

DATE **October 16, 2019**

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 **Orange County Beekeepers Association** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
Beginning January 1, 2020 and ending December 31, 2020
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:
See Exhibit A
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
Orange County Beekeepers Association Meetings
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$90.00 per month - Monthly Club Meeting
\$120.00 per additional meetings
5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Orange County Beekeepers Association
1142 West Porter Avenue
Fullerton, CA 92833

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

By _____ Date _____

By _____ Date _____

Title: **Elizabeth Savage, President**Title: **Michele Richards, V.P. Business Development**

AGREEMENT: R-016-20
DATED: October 16, 2019
WITH: Orange County Beekeepers Association
PHONE: (714) 348-7486

EXHIBIT "A"

DATE(S) OF EVENT: **January 1, 2020 and ending December 31, 2020**

BUILDING(S)/LOCATION(S):
Silo Building

RENTER AGREES:

- That the term of this Agreement is from January 1, 2020 through December 31, 2020.
- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- **To conduct monthly meetings on the first Tuesday of the following months February, March, April, May, September, October, November and December (*see dates below*). Monthly OCBA Board Meetings are scheduled from 7:00 PM to 10:00 PM but may begin as early as 6:30 PM. Teardown is to be concluded by 10:30 PM.**

**February 5th, March 5th, April 2nd, May 7th, June 4th, September 3rd,
October 1st, November 5th, December 3rd**

- That all members and patrons of OCBA will enter the property at the Main Gate, off Fair Drive and enter through the Centennial Farm Gate on Monday through Friday. Should Gate 1 need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of OCBA can access the property at Gate 4 off of Arlington Drive.
- That parking around the building will not be permitted. Staff and members will be required to park in Lot B or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- To provide all supplies, paper goods, coffee pots and food items necessary to conduct monthly meetings.
- To remove all OCBA supplies and equipment after each meeting. Renter understands that there is no storage space available for OCBA equipment.
- To leave the facilities in the same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (*see Exhibit F for Silo layout*).
- That all trash generated by OCBA be taken out to appropriate disposal area outside the Silo Building.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by the Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact Security & Traffic Department at (714) 708-1588. Security & Traffic will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for January 1, 2020 through December 31, 2020.

- To pay \$90.00 per month for use of the Silo Building for one club meeting per month. Additional meetings will be charged at \$120.00 per meeting.
- To provide staff and maintain an educational display during the entire duration of the annual OC Fair and Imaginology.

32nd District (OCFEC) will provide:

- Tables and chairs.
- Access to the Centennial Farm Gate and Silo Building.
- Booth space in the Centennial Farm area during the annual OC Fair.
- Parking access through the Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

Payment Schedule:

Payment of \$810.00 is due on or before January 4, 2020 for period covering January through December.

REVIEWED _____

DATE **October 16, 2019**

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 **Orange County Organic Gardening Club** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
Beginning January 1, 2020 and ending December 31, 2020
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:
See Exhibit A
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
Orange County Organic Gardening Club Meetings
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$90.00 per month - Monthly Club Meeting
\$120.00 per additional meetings
5. Please see Exhibits "A" "B" "C" "E" and "F" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

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

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

By _____ Date _____

By _____ Date _____

Title: **Sheryllyn McClintock, President**Title: **Michele Richards, V.P. Business Development**

AGREEMENT: R-017-20
DATED: October 16, 2019
WITH: Orange County Organic Gardening Club
PHONE: (714) 401-7101

EXHIBIT "A"

DATE(S) OF EVENT: **January 1, 2020 and ending December 31, 2020**

BUILDING(S)/LOCATION(S):
Silo Building

RENTER AGREES:

- That the term of this Agreement is from January 1, 2020 through December 31, 2020.
- **To conduct monthly meetings on the second Tuesday of the following months, January, February, March, April, May, September, October, November and December (*see dates below*). Monthly Orange County Organic Gardening Club meetings are scheduled from 7:00 PM to 9:00 PM but may begin as early as 6:30 PM. Teardown is to be concluded by 10:30 PM.**

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

- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of Orange County Organic Gardening Club will access the property on Monday through Friday at Main Gate off Fair Drive, and enter fairgrounds through the Centennial Farm Gate. Should Gate 1 need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of Orange County Organic Gardening Club can access the property at Gate 4 off of Arlington Drive.
- That parking around the building is not permitted. Staff and members are required to park in Lot B or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- To provide all supplies, paper goods, coffee pots and food items necessary to conduct monthly meetings.
- To remove all Orange County Organic Gardening Club supplies and equipment after each meeting. Renter understands that there is no storage space available for Orange County Organic Gardening Club equipment.
- To leave the facilities in same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (*see Exhibit F for Silo layout*).
- That all trash generated by Orange County Organic Gardening Club be taken out to appropriate disposal area outside the Silo Building.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact Security & Traffic Department at (714) 708-1588. Security & Traffic will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for January 1, 2020 through December 31, 2020.
- To pay \$90.00 per month for use of the Silo Building for one club meeting per month. Additional meetings will be charged at \$120.00 per meeting.

32nd District (OCFEC) will provide:

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

Payment Schedule:

Payment of \$810.00 is due on or before January 4, 2020 for period covering January through December.

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

REVIEWED _____

DATE **October 16, 2019**

FAIRTIME

APPROVED _____

INTERIM

XX**RENTAL AGREEMENT**

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

January 1, 2020 - December 31, 2020

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

Parking Space in Lot G

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

PARKING SPACE RENTAL

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

January - December \$9.00 per space per day

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 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.

Semler Gourmet Meats, Inc.
9732 Olympic Drive
Huntington Beach, CA 92646

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

By _____ Date: _____

By _____ Date: _____

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

AGREEMENT: R-018-20
DATED: October 16, 2019
WITH: Semler Gourmet Meats, Inc.
PHONE: (714) 962-9830

EXHIBIT "A"

DATE(S) OF EVENT: **January 1, 2020 through December 31, 2020**

LOCATION(S):

Parking space in Lot G

RENTER AGREES:

- That parking (storage) space is for one 15' custom-built trailer.
- That no utilities or facilities will be used by Renter.
- That no hazardous materials of any kind will be stored in or around the trailer.
- That there will be nothing stored outside of the trailer at any time, nor anything stored in parking (storage) space when trailer is not occupying the space.
- That trailer will be removed from the space on Friday of each weekend when the Orange County Market Place is open, and returned to the space on Sunday after the Orange County Market Place closes. **Fairtime Exception:** The trailer will be removed from the space on the last Friday before the Orange County Market Place is open prior to the commencement of the OC Fair. The trailer will be returned to the space after the Orange County Market Place closes on the first Sunday of operation following conclusion of the OC Fair.
- That there is no in-and-out privileges taking place during events at the OC Fair & Event Center (OCFEC).
- That trailer will not be occupied, nor will preparation of any food or beverage take place while stored in space.
- That District (OCFEC) is in no way responsible for the Renter's trailer or its contents.
- That the Renter does not have exclusive use of Lot G.
- To accept the current space location as is. Should Renter wish to make any changes, Renter must first obtain written approval from OCFEC Management. All changes resulting in additional cost will be at Renter's expense.
- To refrain from discussing this arrangement with other vendors and personnel of the Orange County Market Place.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District (OCFEC) property.
- That in the event that above stated area is no longer available to Renter, District (OCFEC) reserves the right to relocate parking (storage) space. If no suitable space is available, thirty (30) days notice will be provided and any pre-paid rent will be refunded.

PAYMENT SCHEDULE:

January - December, 2020

\$9.00 per space per day, due on or before the 5th of each month.

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

REVIEWED _____

DATE **October 16, 2019**

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 **Lisa's Gourmet Coffee** hereinafter, called the Rentor

WITNESSETH:

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

January 1, 2020 - December 31, 2020

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

Parking Space in Lot G

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

PARKING SPACE RENTAL

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

January - December \$9.00 per space per day

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 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.

Lisa's Gourmet Coffee
8755 Hummingbird Avenue
Fountain Valley, CA 92708

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

By _____ Date: _____

By _____ Date: _____

Title: Lisa Grandizio Bivens, Owner**Title: Michele A. Richards, V.P. Business Development**

AGREEMENT: R-019-20
DATED: October 16, 2019
WITH: Lisa's Gourmet Coffee
PHONE: (714) 593-8141

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2020 through December 31, 2020

LOCATION(S):

Parking (storage) space in Lot G

RENTER AGREES:

- That parking (storage) space is for one 15' custom-built trailer.
- That no utilities or facilities will be used by Renter.
- That no hazardous materials of any kind will be stored in or around the trailer.
- That there will be nothing stored outside of the trailer at any time, nor anything stored in parking (storage) space when trailer is not occupying the space.
- That trailer will be removed from the space on Friday of each weekend when the Orange County Market Place is open, and returned to the space on Sunday after the Orange County Market Place closes. **Fairtime Exception:** The trailer will be removed from the space on the last Friday before the Orange County Market Place is open prior to the commencement of the OC Fair. The trailer will be returned to the space after the Orange County Market Place closes on the first Sunday of operation following conclusion of the OC Fair.
- That there is no in-and-out privileges taking place during events at the OC Fair & Event Center (OCFEC).
- That trailer will not be occupied, nor will preparation of any food or beverage take place while stored in space.
- That District (OCFEC) is in no way responsible for the Renter's trailer or its contents.
- That the Renter does not have exclusive use of Lot G.
- To accept the current space location as is. Should Renter wish to make any changes, Renter must first obtain written approval from OCFEC Management. All changes resulting in additional cost will be at Renter's expense.
- To refrain from discussing this arrangement with other vendors and personnel of the Orange County Market Place.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District (OCFEC) property.
- That in the event that above stated area is no longer available to Renter, District (OCFEC) reserves the right to relocate parking (storage) space. If no suitable space is available, thirty (30) days notice will be provided and any pre-paid rent will be refunded.

PAYMENT SCHEDULE:

January - December, 2020

\$9.00 per space per day, due on or before the 5th of each month.

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

REVIEWED_____

DATE **October 16, 2019**

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 **WWSRA** hereinafter, called the Rentor

WITNESSETH:

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

January 13 - 15, 2020

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

See Exhibit A

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

Southern California Preview

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

\$12,013.00

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.

WWSRA
726 Tencity Dr, Unit B
Longmont, CO 80504

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

By_____Date:_____

By_____Date:_____

Title: Cami Floros-Garrison, Association Director**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information				
Event Name:	Southern California Preview	Contract No:	R-026-20	
Contact Person:	Cami Floros-Garrison	Phone:	(303) 532-4002	
Event Date:	01/14/2020 - 01/15/2020	Hours:	Tuesday: 8:00 AM - 7:00 PM Wednesday: 8:00 AM - 6:00 PM	

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

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Anaheim Building (#16)	01/13/2020 08:00 AM - 07:00 PM	Move In	1,175.00
Tuesday			
Anaheim Building (#16)	01/14/2020 08:00 AM - 07:00 PM	Event	2,350.00
Wednesday			
Anaheim Building (#16)	01/15/2020 08:00 AM - 06:00 PM	Event	2,350.00
Move out must be completed by 11:59 PM Wednesday - January 15, 2020 to avoid additional charges.		Total:	5,875.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	700.00 EVT	700.00
Portable Electronic Message Board	01/14/2020 - 01/15/2020	1.00 DAY	75.00 DAY	150.00
Scissor Lift	Estimate 2 Hours	2.00 EA	75.00 HR	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00 EA	75.00 HR	150.00
			Total:	1,504.00

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 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 3 Hours	3.00 HR	24.00 HR	72.00
Electrician	Estimate 2 Hours	2.00 HR	60.00 HR	120.00
Event Day				
Janitorial Attendant - AM	01/14/2020 07:30AM - 11:30AM	2.00 EA	24.00 HR	192.00
Janitorial Attendant - PM	01/14/2020 01:00PM - 05:00PM	2.00 EA	24.00 HR	192.00
Janitorial Attendant - AM	01/15/2020 07:30AM - 11:30AM	2.00 EA	24.00 HR	192.00
Janitorial Attendant - PM	01/15/2020 01:00PM - 05:00PM	2.00 EA	24.00 HR	192.00
Clean Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
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 1 Hours	1.00 HR	60.00 HR	60.00
<u>Event Sales & Services</u>				
Event Coordinator	01/14/2020 07:00AM - 07:00PM	1.00 EA	48.50 HR	582.00
Event Coordinator	01/15/2020 07:00AM - 06:00PM	1.00 EA	48.50 HR	533.50
<u>Safety & Security</u>				
Security Attendant - Overnight	01/13/2020 06:00PM - 08:00AM	1.00 EA	24.00 HR	336.00
Security Attendant - Overnight	01/14/2020 06:00PM - 08:00AM	1.00 EA	24.00 HR	336.00

EXHIBIT A

Event Information

Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						3,634.00

Summary

Facility Rental Total	\$5,875.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,138.00
Refundable Deposit	\$1,000.00
Grand Total:	\$12,013.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/08/2019	\$3,964.29
Second Payment	11/07/2019	\$3,964.29
Third Payment	12/07/2019	\$4,084.42
Total:		\$12,013.00

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.

CANOPIES / TENTS

No canopies or tents inside the building per the State Fire Marshal.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED _____

DATE

October 16, 2019

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 **Union of the Vietnamese Student Assoc Southern California** hereinafter, called the Rentor

WITNESSETH:

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

January 20 - 27, 2020

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

See Exhibit A

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

UVSA - TET Festival

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

\$135,420.32

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

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

Union of the Vietnamese Student Assoc Southern California
P.O. Box 2069
Westminster, CA 92648

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

By _____ Date: _____

By _____ Date: _____

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

EXHIBIT A

Event Information

Event Name:	UVSA - TET Festival	Contract No:	R-032-20
Contact Person:	Nick Tang	Phone:	(909) 235-9095
Event Date:	01/24/2020 - 01/26/2020	Hours:	Friday: 4:00 PM - 10:00 PM Saturday: 11:00 AM - 10:00 PM Sunday: 11:00 AM - 9:00 PM
Admission Price:	Adult: \$6.00 sold online/ at door Child: FREE 2 yrs & younger		
Vehicle Parking Fee:	\$9.00 General Parking	Projected Attendance:	20,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Parking Lot I	01/20/2020 08:00 AM - 10:00 PM	Move In	No Charge
Tuesday			
Parking Lot I	01/21/2020 08:00 AM - 10:00 PM	Move In	1,000.00
Wednesday			
Los Alamitos Building (#14)	01/22/2020 08:00 AM - 10:00 PM	Move In	1,525.00
Parking Lot I	01/22/2020 08:00 AM - 10:00 PM	Move In	1,000.00
Thursday			
Los Alamitos Building (#14)	01/23/2020 08:00 AM - 10:00 PM	Move In	1,525.00
Parking Lot I	01/23/2020 08:00 AM - 10:00 PM	Move In	1,000.00
Friday			
Los Alamitos Building (#14)	01/24/2020 04:00 PM - 10:00 PM	Event	3,050.00
Parking Lot I	01/24/2020 04:00 PM - 10:00 PM	Event	2,000.00
Saturday			
Los Alamitos Building (#14)	01/25/2020 11:00 AM - 10:00 PM	Event	3,050.00
Parking Lot I	01/25/2020 11:00 AM - 10:00 PM	Event	2,000.00
Sunday			
Los Alamitos Building (#14)	01/26/2020 11:00 AM - 09:00 PM	Event	3,050.00
Parking Lot I	01/26/2020 11:00 AM - 09:00 PM	Event	2,000.00
Monday			
Los Alamitos Building (#14)	01/27/2020 09:00 AM - 11:59 PM	Move Out	1,525.00
Parking Lot I	01/27/2020 09:00 AM - 11:59 PM	Move Out	1,000.00

Move out must be completed by 11:59 PM Monday - January 27, 2020 to avoid additional charges.

Total: 23,725.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	01/24/2020 - 01/26/2020	TBD DAY	150.00 DAY	TBD
20 Amp Drop	Estimate 6	6.00 EA	25.00 EA	150.00
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
100 Amp Drop	Estimate 2	2.00 EA	180.00 EA	360.00
40 Yard Dumpster	Estimate 10	10.00 EA	136.86 EA	1,368.60
Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 110	110.00 EA	15.00 EA	1,650.00
Cube Tower	TBD	TBD EA	100.00 EA	TBD
Dumpster	TBD	TBD EA	18.00 EA	TBD
Electrical Splitter Box	Estimate 62	62.00 EA	55.00 EA	3,410.00
Electrical Usage (Outdoors)	Estimate Only	1.00 EVT	3,100.00 EVT	3,100.00

EXHIBIT A

Event Information					
Electrical Usage (Los Alamitos)	Estimate Only	1.00 EVT	1,000.00	EVT	1,000.00
Forklift	Estimate 28 Hours	28.00 EA	75.00	EA	2,100.00
Forklift (40 Yard Dumpster)	Estimate 24 Hours	24.00 EA	75.00	EA	1,800.00
Fuel Charge	TBD	TBD EA	120.00	EA	TBD
Gaffers Tape	Estimate 8	8.00 EA	30.00	EA	240.00
Handwashing Station	Estimate 1	1.00 EA	100.00	EA	100.00
Hang Tag - 1 Day	Estimate 1320	1,320.00 EA	4.00	EA	5,280.00
Hang Tag - 3 Day	Estimate 470	470.00 EA	12.00	EA	5,640.00
Man Lift	TBD	TBD EA	75.00	EA	TBD
Marquee Board	12/29/2019 - 01/26/2020	1.00 EA	Included		Included
Picnic Table (Rectangular & Round)	Estimate 15	15.00 EA	15.00	EA	225.00
Portable Electronic Message Board	01/24/2020 - 01/26/2020	2.00 DAY	75.00	DAY	450.00
Public Address System (Per Building)	01/24/2020 - 01/26/2020	1.00 DAY	75.00	DAY	225.00
Stanchion	Estimate 6	6.00 EA	5.00	EA	30.00
Straw Bale	TBD	TBD EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 16 Hours	16.00 EA	75.00	EA	1,200.00
Ticket Booth (Double Window)	Estimate 5	5.00 EA	100.00	EA	500.00
Tonnage Weight (40 Yard Dumpster)		41.00 EVT	50.92	EVT	2,087.72
Trussing Unit	Estimate 1	1.00 EA	100.00	EA	100.00
Water Truck (Includes Water)	Estimate 5 Hours	5.00 EA	80.00	EA	400.00
Wind Master (Small)	Estimate 3	3.00 EA	15.00	EA	45.00
Wireless Internet Router	TBD	TBD EA	75.00	EA	TBD
Total:					31,636.32

Move In						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Creative Services</u>						
Creative Services	TBD	TBD	HR	350.00	HR	0.00
<u>Event Operations</u>						
<u>Set Up</u>						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	24.00	HR	960.00
Janitorial Attendant	Estimate 34 Hours	34.00	HR	24.00	HR	816.00
Electrician	Estimate 44 Hours	44.50	HR	60.00	HR	2,670.00
Plumber	Estimate 10 Hours	10.00	HR	60.00	HR	600.00
<u>Event Day</u>						
Grounds Attendant Lead	01/24/2020 02:00PM - 12:00AM	1.00	EA	30.00	HR	300.00
Grounds Attendant	01/24/2020 02:00PM - 12:00AM	6.00	EA	24.00	HR	1,440.00
Janitorial Attendant	01/24/2020 02:00PM - 12:00AM	12.00	EA	24.00	HR	2,880.00
Janitorial Attendant - <i>Park Plaza Restrooms</i>	01/24/2020 05:00PM - 12:00AM	1.00	EA	24.00	HR	168.00
Electrician	01/24/2020 02:00PM - 12:00AM	1.00	EA	60.00	HR	600.00
Plumber	01/24/2020 02:00PM - 12:00AM	1.00	EA	60.00	HR	600.00
Grounds Attendant Lead	01/25/2020 09:00AM - 12:00AM	1.00	EA	30.00	HR	450.00
Grounds Attendant	01/25/2020 09:00AM - 12:00AM	6.00	EA	24.00	HR	2,160.00
Janitorial Attendant	01/25/2020 09:00AM - 12:00AM	14.00	EA	24.00	HR	5,040.00
Janitorial Attendant - <i>Park Plaza Restrooms</i>	01/25/2020 01:00PM - 12:00AM	1.00	EA	24.00	HR	264.00
Electrician	01/25/2020 09:00AM - 12:00AM	1.00	EA	60.00	HR	900.00
Plumber	01/25/2020 09:00AM - 12:00AM	1.00	EA	60.00	HR	900.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	01/26/2020 09:00AM - 11:00PM	1.00	EA	30.00	HR	420.00
Grounds Attendant	01/26/2020 09:00AM - 11:00PM	6.00	EA	24.00	HR	2,016.00
Janitorial Attendant	01/26/2020 09:00AM - 11:00PM	14.00	EA	24.00	HR	4,704.00
Janitorial Attendant - <i>Park Plaza Restrooms</i>	01/26/2020 01:00PM - 11:00PM	1.00	EA	24.00	HR	240.00
Electrician	01/26/2020 09:00AM - 11:00PM	1.00	EA	60.00	HR	840.00
Plumber	01/26/2020 09:00AM - 11:00PM	1.00	EA	60.00	HR	840.00
Clean Up						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	24.00	HR	960.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	24.00	HR	768.00
Electrician	Estimate 33 Hours	33.50	HR	60.00	HR	2,010.00
Plumber	Estimate 9 Hours	9.00	HR	60.00	HR	540.00
<u>Event Sales & Services</u>						
Event Coordinator	01/24/2020 03:00PM - 11:00PM	1.00	EA	48.50	HR	388.00
Event Coordinator	01/25/2020 10:00AM - 11:00PM	1.00	EA	48.50	HR	630.50
Event Coordinator	01/26/2020 10:00AM - 10:00PM	1.00	EA	48.50	HR	582.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	30.00	HR	720.00
Parking Attendant	Estimate 48 Hours	48.00	HR	24.00	HR	1,152.00
<u>Safety & Security</u>						
Security Attendant - Overnight	01/20/2020 05:00PM - 08:00AM	1.00	EA	24.00	HR	360.00
Security Attendant - Overnight	01/21/2020 05:00PM - 08:00AM	1.00	EA	24.00	HR	360.00
Security Attendant - Overnight	01/22/2020 05:00PM - 08:00AM	1.00	EA	24.00	HR	360.00
Security Attendant - Overnight	01/23/2020 10:00PM - 09:30AM	2.00	EA	24.00	HR	552.00
Security Attendant Lead	01/24/2020 03:30PM - 10:30PM	1.00	EA	30.00	HR	210.00
Security Attendant	01/24/2020 03:30PM - 10:30PM	12.00	EA	24.00	HR	2,016.00
Security Attendant - Overnight	01/24/2020 10:00PM - 10:30AM	4.00	EA	24.00	HR	1,200.00
Security Attendant Lead	01/25/2020 10:30AM - 10:30PM	1.00	EA	30.00	HR	360.00
Security Attendant	01/25/2020 10:30AM - 10:30PM	12.00	EA	24.00	HR	3,456.00
Security Attendant - Overnight	01/25/2020 10:00PM - 10:30AM	4.00	EA	24.00	HR	1,200.00
Security Attendant Lead	01/26/2020 10:30AM - 09:30PM	1.00	EA	30.00	HR	330.00
Security Attendant	01/26/2020 10:30AM - 09:30PM	12.00	EA	24.00	HR	3,168.00
Security Attendant - Overnight	01/26/2020 09:00PM - 09:30AM	4.00	EA	24.00	HR	1,200.00
<u>Technology</u>						
Technology Attendant (Audio Configuration Fee)	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Costa Mesa Police Department	TBD	TBD	EA	0.00	TBD	TBD
Orange County Sheriff Services	Estimate Only	1.00	EA	2,000.00	EVT	2,000.00
Orange County Sheriff Services	Estimate Only	1.00	EA	3,000.00	EVT	3,000.00

EXHIBIT A

Event Information						
Orange County Sheriff Services	Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
Ride Inspector	Estimate Only	1.00	EVT	6,000.00	EVT	6,000.00
Sound Engineer	01/24/2020 - 01/26/2020	1.00	EA	750.00	DAY	2,250.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	9.50	HR	263.00	HR	2,498.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	2,920.00	EVT	2,920.00
Total:						75,059.00

Summary

Facility Rental Total	\$23,725.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$106,695.32
Refundable Deposit	\$5,000.00
Grand Total:	\$135,420.32

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$5,300.00
Second Payment	10/24/2019	\$43,373.44
Third Payment	11/25/2019	\$43,373.44
Fourth Payment	12/24/2019	\$43,373.44
Total:		\$135,420.32

Please Remit Payment in *Check or Credit Card Only*

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

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

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

EXHIBIT A

Event Information

EMERGENCY MEDICAL SERVICES

Union of the Vietnamese Student Association (UVSA) of Southern California will contract directly with an Emergency Medical Services (EMS)/First Aid company. OCFEC approval is contingent upon UVSA providing professional/medical malpractice coverage and certification that EMS company is in good standing with the State of California. Minimum coverage must be one million dollars (\$1,000,000) per occurrence. EMS Workers' Compensation insurance coverage certificate must be provided. EMS/First Aid personnel must be on site one (1) hour prior to the event starting and until one (1) hour after the event session concludes.

FOOD & BEVERAGE VENDOR FEE

Union of the Vietnamese Student Association (UVSA) of Southern California agrees to pay \$250.00 per food vendor/per day (including carnival food vendors), to Spectra by no later than **Thursday – January 16, 2020**. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

FUTURE TERMS

Terms and agreements for future TET Festival events are subject to change.

HEALTH DEPARTMENT

Union of the Vietnamese Student Association (UVSA) of Southern California has agreed to be the Health Department coordinator for all vendors at the 2020 UVSA - TET Festival 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.

PEPSI BEVERAGES

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

SOUND ENGINEER RATES

Rates are based on 2019 Rates. Rate may change once a contract has been agreed to.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed between the hours of 9:00 PM to 8:00 AM during move in and move out. Please refer to Exhibit E. **Premiere Productions has been approved as the event's sound company. All amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM on Sunday.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. **Should the Sound Monitor or OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Union of the Vietnamese Student Association (UVSA) of Southern California must comply with request.**

STATE FIRE MARSHAL

Renter agrees to comply with all state fire marshal rules and regulations specified on the special event inspection checklist. Checklist will be provided by an OCFEC Event Coordinator.

By: _____ Date: _____
Title: Nick Tang, Administrator

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

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

REVIEWED _____

DATE **October 16, 2019**

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 **Lodestone Events, 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

March 2 - March 9, 2020

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

See Exhibit A

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

Off Road and Adventure Expo

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

See Exhibit A

5. Please see Exhibits "A" "B" "C" "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.

Lodestone Events, LLC
819 East 64th Street, Suite 101
Indianapolis, IN 46220

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

By _____ Date: _____

By _____ Date: _____

Title: Mike Moore, Vice President Logistics/Finance**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Off Road and Adventure Expo	Contract No:	R-034-20
Contact Person:	Mike Moore	Phone:	(317) 716-2684
Event Dates:	03/06/2020 - 03/08/2020	Hours:	Friday: 4:00 PM - 10:00 PM Saturday: 9:00 AM - 6:00 PM Sunday: 9:00 AM - 3:00 PM

Admission Price: TBD

Vehicle Parking Fee: \$9.00 General Parking **Projected Attendance:** 25,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Anaheim Building (#16)	03/02/2020 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	03/02/2020 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	03/02/2020 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	03/02/2020 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	03/02/2020 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	03/02/2020 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	03/02/2020 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	03/02/2020 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	03/02/2020 06:00 AM - 11:00 PM	Move In	No Charge
Tuesday			
Anaheim Building (#16)	03/03/2020 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	03/03/2020 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	03/03/2020 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	03/03/2020 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	03/03/2020 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	03/03/2020 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	03/03/2020 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	03/03/2020 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	03/03/2020 06:00 AM - 11:00 PM	Move In	No Charge
Wednesday			
Anaheim Building (#16)	03/04/2020 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	03/04/2020 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	03/04/2020 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	03/04/2020 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	03/04/2020 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	03/04/2020 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	03/04/2020 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	03/04/2020 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	03/04/2020 06:00 AM - 11:00 PM	Move In	No Charge
Thursday			
Anaheim Building (#16)	03/05/2020 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	03/05/2020 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	03/05/2020 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	03/05/2020 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	03/05/2020 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	03/05/2020 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	03/05/2020 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	03/05/2020 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	03/05/2020 06:00 AM - 11:00 PM	Move In	No Charge
Friday			
Anaheim Building (#16)	03/06/2020 04:00 PM - 10:00 PM	Event	No Charge
Costa Mesa Building (#10)	03/06/2020 04:00 PM - 10:00 PM	Event	No Charge
Huntington Beach Building (#12)	03/06/2020 04:00 PM - 10:00 PM	Event	No Charge
Los Alamitos Building (#14)	03/06/2020 04:00 PM - 10:00 PM	Event	No Charge
Main Mall	03/06/2020 04:00 PM - 10:00 PM	Event	No Charge
OC Promenade (Span)	03/06/2020 04:00 PM - 10:00 PM	Event	No Charge
Park Plaza	03/06/2020 04:00 PM - 10:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	03/06/2020 04:00 PM - 10:00 PM	Event	No Charge
The Hangar	03/06/2020 04:00 PM - 10:00 PM	Event	No Charge

EXHIBIT A

Event Information

Saturday

Anaheim Building (#16)	03/07/2020 09:00 AM - 06:00 PM	Event	No Charge
Costa Mesa Building (#10)	03/07/2020 09:00 AM - 06:00 PM	Event	No Charge
Huntington Beach Building (#12)	03/07/2020 09:00 AM - 06:00 PM	Event	No Charge
Los Alamitos Building (#14)	03/07/2020 09:00 AM - 06:00 PM	Event	No Charge
Main Mall	03/07/2020 09:00 AM - 06:00 PM	Event	No Charge
OC Promenade (Span)	03/07/2020 09:00 AM - 06:00 PM	Event	No Charge
Park Plaza	03/07/2020 09:00 AM - 06:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	03/07/2020 09:00 AM - 06:00 PM	Event	No Charge
The Hangar	03/07/2020 09:00 AM - 06:00 PM	Event	No Charge

Sunday

Anaheim Building (#16)	03/08/2020 09:00 AM - 03:00 PM	Event	No Charge
Costa Mesa Building (#10)	03/08/2020 09:00 AM - 03:00 PM	Event	No Charge
Huntington Beach Building (#12)	03/08/2020 09:00 AM - 03:00 PM	Event	No Charge
Los Alamitos Building (#14)	03/08/2020 09:00 AM - 03:00 PM	Event	No Charge
Main Mall	03/08/2020 09:00 AM - 03:00 PM	Event	No Charge
OC Promenade (Span)	03/08/2020 09:00 AM - 03:00 PM	Event	No Charge
Park Plaza	03/08/2020 09:00 AM - 03:00 PM	Event	No Charge
Santa Ana Pavilion (Parade of Products)	03/08/2020 09:00 AM - 03:00 PM	Event	No Charge
The Hangar	03/08/2020 09:00 AM - 03:00 PM	Event	No Charge

Monday

Anaheim Building (#16)	03/09/2020 06:00 AM - 11:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	03/09/2020 06:00 AM - 11:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	03/09/2020 06:00 AM - 11:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	03/09/2020 06:00 AM - 11:00 PM	Move Out	No Charge
Main Mall	03/09/2020 06:00 AM - 11:00 PM	Move Out	No Charge
OC Promenade (Span)	03/09/2020 06:00 AM - 11:00 PM	Move Out	No Charge
Park Plaza	03/09/2020 06:00 AM - 11:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	03/09/2020 06:00 AM - 11:00 PM	Move Out	No Charge
The Hangar	03/09/2020 06:00 AM - 11:00 PM	Move Out	No Charge

Move out must be completed by 11:00 PM on Monday - March 9, 2020 to avoid additional charges.

Total: *See Facility Fee

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

Summary

Facility Rental Total	*% of Gross
Estimated Equipment, Reimbursable Personnel and Services Total	TBD
Refundable Deposit	TBD

GUARANTEE

Lodestone Events guarantees the OC Fair & Event Center (OCFEC) a minimum of \$60,000.00 in Gross Admissions Revenue. The applicable base minimum for each event year is subject to change at the discretion of OCFEC management. Equipment Fees and Reimbursable Personnel / Outside Services Fees are not applicable to calculation of each year's minimum guarantee.

ESTIMATED EQUIPMENT FEES & REIMBURSABLE PERSONNEL FEES

All Equipment Fees, Reimbursable Personnel / Outside Services Fees and Refundable Deposit associated with Overland Expo will be amended and added to the agreement no later than **December 1, 2019**.

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

DATE **October 16, 2019**

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 **US Congressman Harley Rouda** 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 10, 2019

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

See Exhibit A

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

US Congressman Harley Rouda - Military Info Night

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

\$192.00

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.

Laura Oatman
4000 Westerly Place, Ste 270
Newport Beach, CA 92660

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

By _____ Date: _____

By _____ Date: _____

Title: Laura Oatman, US Representative Harley Rouda**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Harley Rouda - Military Info Night	Contract No:	RR-003-19
Contact Person:	Laura Oatman	Phone:	(202) 227-8069
Event Date:	10/10/2019	Hours:	5:00 PM - 6:00 PM

Vehicle Parking Fee:	No Charge (Private Event)	Projected Attendance:	150
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Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Heroes Hall Courtyard	10/10/2019 04:00 PM - 05:00 PM	Move In	No Charge
Heroes Hall Courtyard	10/10/2019 05:00 PM - 06:00 PM	Event	Rental Relief

Move out must be completed by 7:00 PM Thursday - October 10, 2019 to avoid additional charges.	Total:	Rental Relief
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Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (Individual)	Estimate 150	150.00 EA	2.50 EA	TBD
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	TBD
Folding Table (Rectangular)	Estimate 4	4.00 EA	15.00 EA	TBD
Podium	Estimate 1	1.00 EA	25.00 EA	TBD
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	Estimate 1	1.00 EA	150.00 EA	TBD

Total:	TBD
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Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up/Clean Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	23.00 HR	92.00
Technology				
Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00

Total:	192.00
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Summary

Facility Rental Total	Rental Relief
Estimated Equipment, Reimbursable Personnel and Services Total	\$192.00

Grand Total:	\$192.00
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Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$192.00

Total:	\$192.00
---------------	-----------------

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.

RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **U.S. Census Bureau** 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'x10' 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 June 26, 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.

**U.S. Census Bureau
555 W. 5th Street
Los Angeles, CA 90013**

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

By _____ (sign)
_____ (print)

By _____
Title: Kathy Kramer, Chief Executive Officer or
Chief Financial Officer

Title _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **California Governor's Office of Emergency Services** 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: **Exhibitor setup: Thursday, July 11, 2019**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 5' x 5' space on Thursdays, Fridays and Saturdays of 2019 Fair. This includes an area to set up (1) table and 2 chairs. Space rental includes 5' x 5' space location within Millennium Barn and one table covering. Renter to supply (1) table and (2) chairs.**
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
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200 space fee - waived.
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before June 28, 2019.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

California Governor's Office of Emergency Services
1910 Archibald Avenue, Suite Y
Ontario, CA 91761

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

By [Signature] (sign)

By _____

Sonia Brown (print)

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

Title Gr. Emergency Services Coordinator